

**GENOA CHARTER TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING and PUBLIC HEARING
OCTOBER 15, 2012
6:30 p.m.**

AGENDA

Call to Order:

Pledge of Allegiance:

Call to the Public:

Approval of Consent Agenda:

1. Payment of Bills.
2. Request to approve minutes: October 1, 2012.
3. Request for approval for the purchase of Boulevard Banners at a cost not to exceed \$1983.00.

Approval of Regular Agenda:

4. Call to the public regarding East and West Crooked Lake Aquatic Weed Control Project Special Assessment Project.
 - A. Call to the property owners
 - B. Call to the public
5. Consider a request for authorization to proceed with engineering, acquisition, construction and coordination for the Nixon Road Pathway Project at a cost not to exceed \$454,000.
6. Consider approval of a construction agreement and reimbursable deposit with CSX Transportation for engineering, construction and flagging services associated with the Nixon Road Pathway Project.
7. Consider request to enter into closed session to discussion pending litigation pursuant to Section 8 (e) of the 1976 Open Meetings Act.

Correspondence
Member Discussion
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: October 15, 2012

TOWNSHIP GENERAL EXPENSES: Thru October 15, 2012	\$114,397.66
October 12, 2012 Bi Weekly Payroll	\$64,673.15
OPERATING EXPENSES: Thru October 15, 2012	\$52,774.78
TOTAL:	<u>\$231,845.59</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
29015	ACCIDENT	Accident Fund Company	09/27/2012	5,067.92
29016	ARCHINAL	Michael Archinal	09/27/2012	500.00
29017	BUS IMAG	Business Imaging Group	09/27/2012	91.69
29018	Clearwat	Clearwater Systems	09/27/2012	42.00
29019	MBH	MBH Marketing, LLC	09/27/2012	3,043.69
29020	STAUDER	Stauder, Barch & Assoc, Inc.	09/27/2012	500.00
29021	VANTASSE	Adam Vantassell	09/27/2012	12,819.55
29022	Durbin	John Durbin	10/01/2012	25.00
29023	Big Wate	Big Water Technologies Corp	10/03/2012	485.00
29024	CONTINEN	Continental Linen Service	10/03/2012	92.29
29025	DTE LAKE	DTE Energy	10/03/2012	1,162.47
29026	Duncan	Duncan Disposal Systems	10/03/2012	720.00
29027	Family	Family Basement Wall Repair, I	10/03/2012	2,185.00
29028	GANNETT	Livingston Press & Argus	10/03/2012	365.00
29029	Micro	Microsoft TechNet	10/03/2012	249.00
29030	Net serv	Network Services Group, L.L.C.	10/03/2012	45.00
29031	US POSTA	US Postal Service	10/03/2012	190.00
29032	AmerAqua	American Aqua	10/04/2012	178.65
29033	CRAMPTON	Crampton Electric Co., Inc.	10/04/2012	2,760.64
29034	Duncan	Duncan Disposal Systems	10/04/2012	76,901.20
29035	ELECTSOU	MC&E/ELECTION SOURCE	10/04/2012	54.89
29036	LANGWORTL	Langworthy Strader Leblanc	10/04/2012	1,058.15
29037	Lollo K	Kelly Lollo	10/04/2012	328.13
29038	MASTER M	Master Media Supply	10/04/2012	203.64
29039	Perfect	Perfect Maintenance Cleaning	10/04/2012	1,093.75
29040	PFEFFER	Pfeffer, Hanniford, Palka	10/04/2012	2,750.00
29041	Equitabl	Equivest Unit Annuity Lock Box	10/12/2012	685.00
29042	Sapienza	Kristen Renee Sapienza	10/05/2012	800.00

Report Total: 114,397.66

Accounts Payable
Computer Check Register

Genoa Township

**2911 Dorr Road
Brighton, MI 48116**

(810) 227-5225

User: diane

Printed: 10/05/2012 - 12:10

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
10961	AETNA LI	Aetna Life Insurance & Annuity	10/12/2012		25.00
			Check 10961 Total:		25.00
10962	EFT-FED	EFT- Federal Payroll Tax	10/12/2012		6,400.99 2,560.67 3,780.04 884.00 884.00
			Check 10962 Total:		14,509.70
10963	EFT-PENS	EFT- Payroll Pens Ln Pyts	10/12/2012		1,606.79
			Check 10963 Total:		1,606.79
10964	EFT-TASC	EFT-Flex Spending	10/12/2012		911.53
			Check 10964 Total:		911.53
29041	Equitabl	Equivest Unit Annuity Lock Box	10/12/2012		685.00
			Check 29041 Total:		685.00
10965	FIRST NA	First National Bank	10/12/2012		275.00 2,640.00 44,020.13

Check 10965 Total:

46,935.13

Report Total:

64,673.15

**First National
Direct Deposit
OCTOBER 12, 2012
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$46,935.13	
Aaron Korpela		\$1,151.81
Adam Van Tassell		\$1,087.97
Alex Chimpouras		\$1,968.06
Amy Ruthig		\$1,010.50
Angela Williams		\$647.48
Caitlin Nims		\$1,031.57
Carol Hanus		\$1,244.35
Craig Bunkoske		\$1,556.73
Daniel Schlack		\$1,278.76
Dave Estrada		\$1,195.85
David Miller		\$1,953.36
Deborah Rojewski		\$1,615.22
Diane Zerby		\$521.60
Duane Chatterson		\$1,493.98
Erin Daksiewicz		\$438.34
Greg Tatara		\$2,535.22
Jacob Mitchell		\$894.52
James Aulette		\$1,426.54
Jeffrey Meyers		\$1,167.34
Jenifer Kern		\$618.21
Jonathan Morton		\$1,052.83
Judith Smith		\$1,220.17
Karen J. Saari		\$996.16
Kelly VanMarter		\$2,088.57
Kimberly MacLeod		\$1,069.70
Kristen Sapienza		\$0.00
Kyle Mitchell		\$981.18
Laura Mroczka		\$1,717.08
Martin Reich		\$1,611.87
Michael Archinal		\$2,776.27
Renee Gray		\$0.00
Robin Hunt		\$1,374.95
Scott Lowe		\$1,312.51
Steven Anderson		\$1,744.36
Susan Sitner		\$739.31
Tammy Lindberg		\$1,005.14
Tesha Humphriss		\$1,922.29
Zakkery Olvin		\$485.33
Total Deposit		\$46,935.13

10:02 AM
10/10/12

#595 PINE CREEK W/S FUND
Payment of Bills
September 25 through October 10, 2012

Type Date Num Name Memo Amount

no checks issued

9:59 AM
10/10/12

#592 OAK POINTE WATER/SEWER FUND
Payment of Bills
September 25 through October 10, 2012

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	09/28/2012	2501	BRIGHTON ANALYTICAL, LLC	Inv #s0912-78327, 78379, 78477, 78496	-335.00
Check	09/28/2012	2502	CLEARWATER SYSTEMS	RE: Richard Newman, 5180 Glenway	-995.00
Check	09/28/2012	2503	GRUNDY ACE OF HOWELL	Invoice # 72926	-6.49
Check	09/28/2012	2504	M & K Jetting and Televising	Inv # 12527	-852.50
Check	09/28/2012	2505	STANDARD ELECTRIC	Inv 1729918-00	-5.22
Check	10/04/2012	2506	CONSUMERS ENERGY	Billing from 8/29/12 - 9/27/12	-70.71
Check	10/04/2012	2507	DTE ENERGY	Service from Aug 28 - Sept 27, 2012	-9,456.42
Check	10/04/2012	2508	Pfeffer, Hanniford & Palka	Professional services 8/15 - 9/30/12	-1,960.00
Check	10/05/2012	2509	Howell Sanitary Company	Inv 8642 dated 7/9/2012	-180.00
Total					-13,861.34

9:51 AM

#503 DPW UTILITY FUND
Payment of Bills
September 25 through October 10, 2012

Type	Date	Num	Name	Memo	Amount
Check	09/27/2012	2221	Accident Fund	Policy WCV8007 01 03	-24,058.08
Check	09/27/2012	2222	Tesha Humphriss	October 2012 car allowance	-500.00
Check	09/27/2012	2223	Occupational Health Centers	Inv # 708470010	-89.50
Check	09/27/2012	2224	Greg Tataara	October 2012 auto allowance	-500.00
Check	09/28/2012	2225	Jacob Mitchell	Application fee reimbursement	-70.00
Check	09/28/2012	2226	Auto Zone	Inv #'s 2170903222 & 902104	-271.81
Check	09/28/2012	2227	C&S Solutions, Inc.	Inv 2521	-153.00
Check	09/28/2012	2228	Grundy Ace of Howell	Inv 72922	-4.99
Check	09/28/2012	2229	Victory Lane Quick Oil Change	inv 2538	-40.97
Check	10/04/2012	2230	PAETEC	Acct 2119355	-26.54
Check	10/04/2012	2231	Pfeffer-Hanniford-Palka	Accounting services 8/15 - 9/30/12	-1,300.00
Check	10/04/2012	2232	Spirit of Livingston	Inv 7848 dated 9/17/12	-2,768.84
Total					-29,783.73

9:55 AM

#593 LAKE EDGEWOOD W/S FUND
Payment of Bills
September 25 through October 10, 2012

Type	Date	Num	Name	Memo	Amount
Check	09/28/2012	2233	Brighton Analytical L.L.C.	Inv #'s 0912-78380 & 78478	-154.00
Check	09/28/2012	2234	HACH COMPANY	Inv# 7942964	-166.15
Check	09/28/2012	2235	PVS NOLWOOD CHEMICALS, INC	Inv 382237 & Credit Memo 106498	-962.00
Check	10/04/2012	2236	Charter Township of Brighton	Davita Dialysis Center July - Sept, 2012	-852.50
Check	10/04/2012	2237	DTE Energy	Service from Aug 28 - Sept 27, 12	-4,597.05
Check	10/04/2012	2238	GENOA TOWNSHIP-ADMIN FEES	Utility billing 6/1 - 8/31/12	-993.01
Check	10/04/2012	2239	Pfeffer, Hanniford & Palka	Prof services 8/15 - 9/30/12	-1,405.00
Total					-9,129.71

GENOA CHARTER TOWNSHIP

Election Commission

Oct. 1, 2012

MINUTES

Township Clerk Paulette Skolarus called the special meeting of the Election Commission to order at 6:25 p.m. The following members were present constituting a quorum for the transaction of business: Paulette Skolarus, Steve Wildman and Jean Ledford. Also present were Township Board members: Gary McCririe, Robin Hunt, Todd Smith and Jim Mortensen. In addition were Township Manager Michael Archinal, Township Attorney Frank Mancuso and approximately 30 persons in the audience.

Moved by Ledford and supported by Wildman to approve the Agenda as submitted. The motion carried unanimously.

1. Consideration of appointments of election officials scheduled to work November 6, 2012 with a recommendation to the township board.

Moved by Wildman and supported by Ledford to recommend to the township board appointment of the approximately 90 persons scheduled to work the Nov. 6, 2012 General Election. The motion carried unanimously.

The Election Commission meeting was adjourned at 6:30.

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting and Public Hearing

OCTOBER 1, 2012

MINUTES

Supervisor McCririe called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m. The Pledge of Allegiance was then said.

A Call to the Public was made with the following response: Kevin Spicher – Thanks to everyone who supported the printing of the minutes in the local paper.

Approval of Consent Agenda:

Moved by Smith and supported by Wildman to approve all items under the Consent Agenda, striking paragraph three from the Minutes. The motion carried unanimously.

1. Payment of Bills.

2. Request to approve minutes: September 17, 2012.

3. Request for approval regarding appointments of election officials for the November General Election as recommended by the Election Commission.

4. Request for approval of the Michigan Association of Planning Conference Budget.

5. Consider approval of a proposal from Eagle Rock Construction for the installation of approximately 715 linear feet of sidewalk at the Township Hall Park at a cost not to exceed \$18,000.

Approval of Regular Agenda:

Moved by Smith and supported by Mortensen to approve for action all items listed under the Regular Agenda. The motion carried unanimously.

6. Call to the public regarding Red Oaks Road Special Assessment Project.

Skolarus advised the board that two letters had been received from residents of Red Oaks. The first was an objection to the project dated 09/24/2012 from Elizabeth Connolly. The second letter was a request for additional information from Wanda Glodowski. A call to the property owners and the public was made with the following response: Charlotte Bader – Thank you for all your hard work to get this project moving forward. Don Osgood – Will the township contribute to this project since we did not get the super majority. McCririe – The Township will contribute up to 25% of the cost. Osgood – Thank you for your effort.

7. Request for approval of Resolution #5 (Confirming Special Assessment Roll) for the Red Oaks Road Special Assessment Project.

Moved by Ledford and supported by Smith to approve Resolution No. 5 as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Skolarus and McCririe. Nay – Mortensen. (Mortensen voiced concern that the township finances would not allow for this construction project.

8. Request for approval of Resolution #1 (Proceed with the Project and Direct Preparation of the Plans and Cost Estimates) for East and West Crooked Lake Aquatic Weed Control Project Special Assessment Project.

Ledford asked to abstain from discussion because her property would benefit from this project. Moved by Smith and supported by Hunt to allow this abstention. The motion carried unanimously.

Moved by Smith and supported by Wildman to approve Resolution No. 1 as presented. The motion carried by roll call vote as follows: Ayes – Smith, Hunt, Wildman, Mortensen Skolarus and McCririe. Nay – None. Abstain – Ledford.

9. Request for approval of Resolution #2 (Approve the Project, Scheduling the First Hearing and Directing the Issuance of Statutory Notices) for East and West Crooked Lake Aquatic Weed Control Project Special Assessment Project.

Moved by Smith and supported by Skolarus to approve Resolution No. 2 scheduling the first public hearing for Oct. 15, 2012 at the Township Hall. The motion carried by roll call vote as follows: Ayes – Smith, Hunt, Wildman, Mortensen Skolarus and McCririe. Nay – None. Abstain – Ledford.

10. Request for approval of Resolution #121001 in regards to Dorothy Musch.

Moved by Ledford and supported by Hunt to approve the resolution as requested honoring the 100th birthday of Dorothy Estelle Musch who served Genoa Township as Clerk from 1955 to 1963. The motion carried unanimously.

11. Review and request for approval of newsletter articles.

No formal action was taken. It was the consensus of the board that newsletter articles were approved correcting typographical errors and adding additional data.

Correspondence was reviewed.

12. Consider request to enter into closed session to discussion pending litigation pursuant to Section 8 (e) of the 1976 Open Meetings Act.

Moved by Smith and supported by Mortensen to enter into closed session to discuss pending litigation at 7:00 p.m. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

The regular meeting of the board was reopened and then adjourned at 7:35 p.m. with no further action taken by the board.



Paulette A. Skolarus
Genoa Township Clerk



2150 Pless Dr. Suite 3A Brighton,
MI 48114
Ph. 810-225-7446
Fax 810-220-1202
brighton@signsbytomorrow.com

Oct. 12, 2012

Attention: Amy Ruthig
Re: New Pole Banners

Per our conversation last week, we propose the following:
2 sided – Digitally Printed – Boulevard Banners

Item	Qty	Unit Price	Total
1) 24" x 51.5" 2 sided banners	2	\$137.20	\$274.40
2) Bracket Assembly	2	\$175.00	\$350.00
		Sub Total	\$624.40
4) Installation - estimated			\$100.00
		Total	\$724.40

Price does not include tax or permitting.

Regards,
Steve Kullman
SBT Brighton
734-634-1957 Direct
810-225-7446 Office

**PRINTED T- SHIRTS, PENS, MUGS & MAGNETS, PROMOTIONAL PRODUCTS, WINDOW LETTERING,
VEHICLE LETTERING AND GRAPHICS, EVENT BANNERS, TRADE SHOW DISPLAYS, ARCHITECTURAL
SIGNS, REAL ESTATE AND JOB SITE SIGNS, LIGHT BOX SIGNS, SCREEN PRINTING, DIGITAL PRINTING,
EXTERIOR WALL SIGNS, ROUTERED SIGNS & LETTERS, CAST METAL OR PLASTIC LETTERS,
SANDBALASTING, MENU BOARDS,
YARD / CAMPAIGN SIGNS, ENGRAVING, STOCK AND CUSTOM FLAGS, BUSINESS CARDS/ POST CARDS.**



2150 Pless Dr. Suite 3A Brighton,
MI 48114
Ph. 810-225-7446
Fax 810-220-1202
brighton@signsbytomorrow.com

Oct. 12, 2012

Attention: Amy Ruthig
Re: New Pole Banners

Per our conversation last week, we propose the following:
2 sided – Digitally Printed – Boulevard Banners

Item	Qty	Unit Price	Total
1) 28" x 60" 2 sided banners	3	\$186.20	\$558.60
2) Bracket Assembly	3	\$175.00	\$525.00
		Sub Total	\$1083.60
4) Installation - estimated			\$175.00
		Total	\$1258.60

Price does not include tax or permitting.

Regards,
Steve Kullman
SBT Brighton
734-634-1957 Direct
810-225-7446 Office

**PRINTED T- SHIRTS, PENS, MUGS & MAGNETS, PROMOTIONAL PRODUCTS, WINDOW LETTERING,
VEHICLE LETTERING AND GRAPHICS, EVENT BANNERS, TRADE SHOW DISPLAYS, ARCHITECTURAL
SIGNS, REAL ESTATE AND JOB SITE SIGNS, LIGHT BOX SIGNS, SCREEN PRINTING, DIGITAL PRINTING,
EXTERIOR WALL SIGNS, ROUTERED SIGNS & LETTERS, CAST METAL OR PLASTIC LETTERS,
SANDBALASTING, MENU BOARDS,
YARD / CAMPAIGN SIGNS, ENGRAVING, STOCK AND CUSTOM FLAGS, BUSINESS CARDS/ POST CARDS.**



Customer:	
Company:	
Address:	
City:	State/ZIP:
Phone:	
Fax:	



Brighton Signs by Tomorrow
 2150 Pless Rd. Ste. 3A
 Brighton, Michigan 48114
 810-225-7446
signsbytomorrow.com/brighton

Artist: JOE A.	Date: 10/12/2012
Folder Location T:\FLEXI FILES\g	
File Name: GenoLampPostBanner.fs	
<p>This design and drawing submitted for your review and approval is the exclusive property of Signs by Tomorrow-Brighton. It may not be reproduced, copied, exhibited or utilized for any purpose, in part or in whole by any individual inside or outside without written consent of Signs by Tomorrow-Brighton. (Paid in Full receipt is your written consent.)</p>	

To Board 10/15/12

October 8, 2012

OCT 9 2012
GENOA TOWNSHIP

Gary McCririe, Chairman
Genoa Township Board
2911 Dorr Road
Brighton, MI 48116

RE: Special Assessment District for Aquatic Weed Control
Public Hearing on October 15, 2012
Expression of Strong Opposition to the Special Assessment
Request to review "52.26 percent signatures" regarding the Special Assessment
Request to postpone October 15, 2012 Public Hearing about the
Special Assessment

Dear Mr. McCririe,

Pursuant to the provisions of Public Act 188 of 1954, I am writing to voice my strong opposition to the proposed Special Assessment District for Aquatic Weed Control, (Special Assessment), which is scheduled to be discussed at the October 15, 2012 Genoa Township Board meeting. I want to thank the Genoa Township Board for addressing the issue of weeds in the West and East Crooked lakes by considering and reviewing the proposed Special Assessment. However, I am strongly opposed to the Special Assessment for several reasons including 1.) many property owners in the proposed district for the Special Assessment, are *opposed* to the use of chemicals to deal with the issue of weeds in the West and East Crooked lakes; 2.) many property owners in the proposed district believe "lake weed harvesters" are a more environmentally friendly option to dealing with the issue of weeds, versus the use of chemicals; 3.) in my opinion, the possible use of "lake weed harvesters" to address the issue of weeds, has not been sufficiently researched and/or considered by all interested parties; and 4.) there is a concern by many property owners in the proposed district, regarding the validity of the statement that "52.26 percent of property owners within the proposed district" are in favor of the *current* proposed Special Assessment.

Many of the property owners in the proposed district for the Special Assessment are opposed to the use of chemicals to deal with the issue of weeds in the West and East Crooked lakes. For many years, some individuals have tried to get approval for the usage of chemicals in these lakes, *with no success*. Residents are opposed to the use of chemicals in the lakes because of the many potential adverse effects – including harming

plants, wildlife, and people. In addition, the Township Board may not have considered that many residents in the proposed district, still have wells. Any chemicals put into the lakes have the strong potential to reach residents' wells, and accordingly pollute/poison their drinking water.

After a review of the Genoa Township Board minutes from the past two years, I have found no overwhelming support to proceed with the Special Assessment. To the contrary, I have found many concerned residents attending the Genoa Township Board meetings to voice their strong opposition to the Special Assessment because of their many concerns regarding the adverse effects of the use of chemicals in the lakes.

Of particular note, are the meeting notes from March 7, 2011, and March 21, 2011. On these dates, many residents came to a Genoa Township meeting to speak out against the use of chemicals in the lakes. The minutes from these dates, contain many valid concerns from residents regarding the potential adverse effects of the use of chemicals in the lakes. *Because there has been such strong opposition to the use of chemicals in the lakes, many property owners in the proposed Special Assessment district were surprised to receive a recent notice in the mail, dated October 1, 2012, stating that the Genoa Township Board was planning on taking up the approval of a Special Assessment District for Aquatic Weed Control. These residents did not think there was enough support to approve such an assessment.*

In addition, many residents believe that a more environmentally friendly option is to pursue weed control through the use of "lake weed harvesters", which are a type of machine that has been successfully used on many Michigan lakes, to deal with the issue of weeds. There is a lot of information about "lake weed harvesters" available on-line, by "Googling" the topic. The following are two examples of websites the Genoa Township Board members can visit to learn more about "lake weed harvesters":

<http://www.miswa.org/PBWOA-105/weed>

<http://www.swampthing.us/>

In my opinion, the use of "lake weed harvesters" to address the issue of weeds, has not been sufficiently researched and/or considered by all interested parties.

In addition to voicing my objection to the Special Assessment District, I am respectfully requesting a review of the "52.26 percent signatures" that were submitted regarding the proposed Special Assessment. In the notice dated October 1, 2012, from Paulette Skolarus, Genoa Township Clerk, there is a statement that reads, "The Township Board has received petitions signed by 52.26 percent of property owners within the proposed district." Since receiving this notice, I have been talking to neighbors and friends who are

property owners within the proposed Special Assessment district. We all feel surprised that this controversial proposal has received so many signatures – we did not sign the petitions, and we know that many property owners in the proposed Special Assessment district are against the use of chemicals in the lakes.

As a property owner in the proposed district, I am requesting an opportunity to review the “52.26 percent signatures”, to verify that they are valid under the Michigan Public Act 188 of 1954. Please contact me to schedule an appointment for me to come to the Genoa Township hall to review these signatures. I am respectfully requesting an opportunity for this review *before* the scheduled October 15, 2012 meeting regarding the proposed Special Assessment. My concern is to make sure that all requirements of Public Act 188 of Public Act 188 of 1954, are being met, including Sec.3 of MCLA 41.723.

Furthermore, related to the issue of the validity of the “52.26 percent signatures”, is whether or not these signatures actually support the *current* proposed Special Assessment, and *whether the Tri-Lakes Association ever made a request to the Board to move forward on the current Special Assessment, based on petitions from over 50% of property owners in the current Special Assessment district.* (As required by Public Act 188 of 1954.) After a review of the Genoa Township Board minutes from the past two years, I could find no evidence of the Tri-Lakes Association putting forth petitions from “52.26 percent of the affected property owners” to the Board, and accordingly requesting the Board to move forward with the *current* proposed Special Assessment. Rather, I could only find evidence in the Board minutes of *the Board initiating “moving forward with the current proposed Special Assessment.”* (January 18, 2011 Board minutes.) Furthermore, at the April 14, 2011 Board meeting, Mr. McCririe advised the audience and Board that petitions objecting to the Special Assessment district, were received from more than 20% of the properties in the district. *Therefore, according to Mr. McCririe, this action stops the Aquatic Weed Control Project from going forward. (April 14, 2011 Board minutes).* I have not been able to find any Board minutes *after April 14, 2011*, which might indicate that the Tri-Lakes Association, or some other organization/individual, has brought forward a proposal to the Board to move forward with the current proposed Special Assessment. Accordingly, I (along with many other residents), do not understand why the Board has scheduled a Public Hearing on October 15, 2012, to “review the Special Assessment and hear any objections to the proposed project”.

Because of the strong opposition, by affected riparian property owners, to the use of chemicals in West and East Crooked lakes, I am respectfully asking the Genoa Township Board to postpone taking up the issue regarding the Special Assessment, at the Board meeting scheduled for October 15, 2012. I am asking for a postponement, in order to give concerned property owners in the proposed Special Assessment district, as well as Board members, more time to research whether or not the Board has been

presented with valid signed petitions from “over 50% of property owners in the current Special Assessment district,” and whether these signatures “support a request for the Board to move forward on the current Special Assessment”. Also, a postponement of the meeting would give all interested parties more time to gather additional information about the possible use of “lake weed harvesters” to address the issue of weeds; and to potentially start a petition proposing the use of “lake weed harvesters” to combat the problem of weeds in Big and Little Crooked lakes. **In my opinion, the possible use of “lake weed harvesters”, has not been sufficiently explored and/or considered.**

I am inspired to oppose the Special Assessment, by a very special property owner in the proposed district, Edna Nagy. I recently met Edna Nagy through the Livingston County United Way’s Day of Caring event, held this past August. Mrs. Nagy is an inspirational 92 year old, who lives on West Crooked Lake. This past Saturday, Edna expressed to me her great concern over the use of chemicals in West and East Crooked Lakes. She is opposed to the Special Assessment because she is very concerned about the potential ***negative environmental effects from the use of chemicals***. Mrs. Nagy’s intelligent and passionate discussion about the potential negative impact from the use of chemicals in Big and Little Crooked lakes, motivated me to get involved with this important issue.

Mrs. Nagy also indicated to me that she was very surprised to receive the notice dated October 1, 2012, which states that “52.26 percent of the property owners within the proposed district” have signed petitions favoring the use of chemicals. She said that she never signed a petition regarding the Special Assessment, and she felt that many of her neighbors were against the use of chemicals in the lakes - so she was very surprised to read that “52.56 percent of the property owners” signed a petition in favor of using chemicals in the lakes.

Through her son, Curtis Gruber, Mrs. Nagy also expressed her opposition to the use of chemicals in the lakes, at a meeting held at Genoa Township, on March 7, 2011. At that meeting, Curtis Gruber, on behalf of his mother, expressed the reasons why Mrs. Nagy is opposed to the use of chemicals in the lakes. In addition, Mrs. Nagy suggests that the Genoa Township Board look at a more natural solution to the weeds, instead of chemicals. **A more natural possible solution to the weeds is the use of “lake weed harvesters”**. (As a side note, Mrs. Nagy would have attended the meeting *in person*, to express her opposition to the use of chemicals in the lakes. However, she is bound to a wheelchair, which makes it difficult for her to “get around”.)

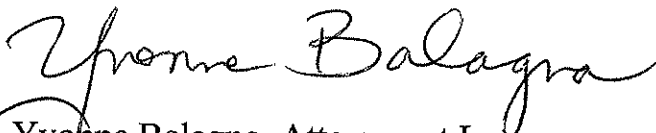
I truly appreciate the Board taking the extra time to address this very important issue that affects not only the “property owners in the proposed district”, but all the people of Michigan – who are legally the “owners of the public lakes such as West and East Crooked Lakes”. In my opinion, as well as many other individuals, the “use of chemicals”

will adversely affect our lakes for many, many years to come. **Many people believe that the use of "lake weed harvesters" is a much safer alternative to the use of chemicals.**

Please know that my goal for getting involved with the issue of "lake weed control", is not to "challenge" the procedures that have been followed concerning the proposed Special Assessment for weed control. *Rather, I would like to encourage the Township Board and all interested parties, to work together on coming up with a plan that a majority of property owners in the proposed Special Assessment district can agree on.* Accordingly, I respectfully ask the Genoa Township Board to consider all of the points I have brought up in this letter, and to postpone taking up the issue regarding the Special Assessment, at the Board meeting scheduled for October 15, 2012. I look forward to working with the Township Board and all interested parties, regarding the issue of "lake weed control" in the West and East Crooked lakes.

Thank you very much for your time and consideration regarding the proposed Special Assessment. If you have any questions, please contact me at 810-227-6423.

Sincerely,



Yvonne Balagna, Attorney at Law

Property Owner in the Proposed Special Assessment District

cc: Polly Skolarus, Clerk
Robin Hunt, Treasurer
Jean Ledford
Jim Mortensen
Todd Smith
Steve Wildman

To Board 10/15/12

10/08/2012

GENOA TOWNSHIP

OCT 10 2012

RECEIVED

Township Clerk

Paulette A Skolarus

Public Hearing on October 15, 2012 at 6:30 PM

This letter is in reference to the PROPOSED EAST AND WEST AQUATIC WEED CONTROL PROJECT AND SPECIAL ASSESSMENT DISTRICT FOR THE PROJECT.

I am opposed to the PROPOSED EAST AND WEST AQUATIC WEED CONTROL PROJECT AND SPECIAL ASSESSMENT.

Signatures(s) William Jacobs, Trust Date 10/8/12

Judith A. Jacobs, Trust Date 10/8/2012

Address 4121 Anchor Ln. Brighton, Mi 48116

Tax I.D. # 4711-27-101-031

To Board 10/15/12

10/08/2012

GENOA TOWNSHIP

OCT 10 2012

RECEIVED

Township Clerk

Paulette A Skolarus

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I am opposed to the PROPOSED EAST AND WEST AQUATIC WEED CONTROL PROJECT AND SPECIAL ASSESSMENT.

Signatures(s) William Jacobs Trust Date 10/8/12

Judith A. Jacobs Trust Date 10/08/2012

Address 4121 ANCHOR LN. BRIGHTON, MI 48116

Tax I.D. # 4711-27-101-032

October 9, 2012

Gary McCririe, Chairman
Genoa Township Board
2911 Dorr Road
Brighton, MI 48116

RE: Special Assessment District for Aquatic Weed Control
Public Hearing on October 15, 2012
***Additional Information regarding my opposition to the proposed Special
District for Aquatic Weed Control***

Dear Mr. McCririe,


As a follow up to my letter opposing the proposed Special Assessment District for Aquatic Weed Control, dated October 8, 2012, I wanted to let you know, that after conducting additional research, I have discovered that there is no current Tri-Lakes Association in Genoa Township. I am not aware of any current organization that is "representing the interests" of the property owners in the proposed Special Assessment district.

In my opinion, it is very important to have an organization "representing the interests" of the property owners in the proposed district. This organization would be the proper venue for discussing the controversial issue of using chemicals in the lakes to control weeds. This organization would also allow concerned residents to "come together" to reach a mutual solution for dealing with the issue of weed control in the West and East Crooked lakes. Finally, the organization is necessary for the proper administration and oversight of any future Special Assessment that may be approved for East and West Crooked lakes weed control.

A suggestion is for the Genoa Township Board to encourage all interested parties to form an organization to represent the interests of the property owners in the district. I am very willing to be a part of the effort to create such an organization.

Again, thank you for your consideration and time regarding the issue of weed control in West and East Crooked lakes.

Sincerely,


Yvonne Balagna
Attorney at Law

cc: Polly Skolarus, Clerk
Robin Hunt, Treasurer
Jean Ledford, Trustee
Jim Mortensen, Trustee
Todd Smith, Trustee
Steve Wildman, Trustee

October 11, 2012

GENOA TOWNSHIP

OCT 12 2012

RECEIVED

Gary McCririe, Chairman
Genoa Township Board
2911 Dorr Road
Brighton, MI 48116

RE: Opposed to Special Assessment District for Aquatic Weed Control
Public Hearing on October 15, 2012

Dear Mr. McCririe,

I am writing to express my strong opposition to the proposed Special Assessment District for Aquatic Weed Control, which is scheduled for a public hearing on October 15, 2012. I have lived on East Crooked lake for 20 years. Over the past several years, a few individuals have been "pushing the use of chemicals" in the East and West Crooked lakes, with no success. ***Many of my neighbors, and I, strongly oppose the use of chemicals in the lakes - we do not believe there is sufficient support for the use of chemicals in the lakes. On the contrary, there seems to be overwhelming support against the use of chemicals in the lakes.***

My suggestion is to use a lake weed harvester, instead of chemicals, to combat the issue of weeds. I grew up on Pine Lake in West Bloomfield, MI. Many years ago, the residents of the Pine Lake area researched the issue of weed control and determined that the use of a lake harvester is the best, most environmentally favored option for dealing with the weeds. Pine Lake has successfully used a lake harvester to deal with weeds, for many years. Many other lakes in Michigan are also currently using lake harvesters to control the problem of weeds. I am in favor of the use of a lake harvester in East and West Crooked lakes.

In addition, I am against the proposed Special Assessment because there is no organization that would oversee the project of putting chemicals in the lakes. As far as I know, it is an "individual" pushing for the use of chemicals in the lakes, not an "organization". West and East Crooked lakes need an organization that would represent the interests of all affected

property owners, and ensure that any project for controlling weeds is administered in a safe and effective manner. My wife, Yvonne Balagna, and I, are willing to help set up such an organization.

I respectfully ask that the Board not approve the proposed Special Assessment because many residents in the proposed district are opposed to the use of chemicals in the lakes; lake weed harvesters are a better alternative to the use of chemicals to control lake weeds; and there is no current organization representing the interests of the West and East lakes property owners.

Thank you for your time and consideration of this matter. If you have any questions, please contact me at 810-227-6423.

Sincerely,

A handwritten signature in black ink, appearing to read 'M Balagna', with a stylized flourish at the end.

Michael Balagna


Property Owner in the Proposed Special Assessment District

cc: Polly Skolarus, Clerk
Robin Hunt, Treasurer
Jean Ledford, Trustee
Jim Mortensen, Trustee
Todd Smith, Trustee
Steve Wildman, Trustee



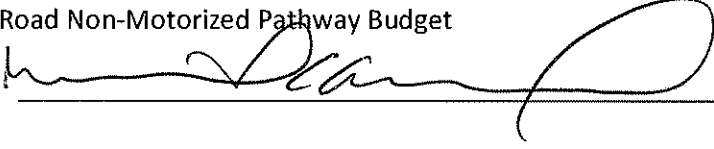
MEMORANDUM

TO: Honorable Board of Trustees

FROM: Kelly VanMarter, Assistant Township Manager 

DATE: October 11, 2012

RE: Nixon Road Non-Motorized Pathway Budget

MANAGER'S REVIEW: 

2911 Dorr Road
Brighton, MI 48116
810.227.5225
810.227.3420 fax
genoa.org

Attached please find a proposed budget for the Nixon Road non-motorized pathway project. The estimated budget includes engineering, acquisition, construction, railway coordination, and a 10% contingency. The estimated project cost is \$454,000. You have previously approved \$40,000 for preliminary engineering on 9/6/11 and 9/4/12 and \$10,000 for easement acquisition assistance on 3/19/12. In addition to this budget, you are being asked to approve \$21,182 for the CSX Rail crossing at Monday's meeting. Please note that the proposed budget includes these approved items.

As you may recall, the Township pledged \$500,000 towards the addition of a pedestrian pathway across the proposed Latson/Nixon Bridge over I-96 for the interchange project. The Michigan Department of Transportation was awarded a grant to cover the full amount of the pedestrian pathway so the \$500,000 is no longer needed for the pedestrian component on the bridge. This money is proposed to be used to extend the path from the relocated Beck Road to Crooked Lake Road and the Three Fires Elementary School. This project will provide the only non-motorized means for crossing I-96 in Genoa Township.

The proposed project includes construction of a 10' wide asphalt pathway which is approximately 1.3 miles long. Please note that the project costs for the project are higher than we typically see for path projects due to the coordination with CSX Railroad and for the costs of easement acquisition. An open permit exists with CSX as part of the overall interchange project. It is critical that design and negotiations with CSX take place now. There are 15 properties from which the Township will be requesting permanent easement and/or consent to grade. A copy of the project plans and an acquisition spreadsheet are attached hereto for your reference. I have also attached a copy of the General Ledger showing the balance of \$821,158.70 in the account (261) that would be used to fund the project.

In regard to this proposal please consider the following action:

Moved by _____, supported by _____, to authorize Township Staff to proceed with engineering, acquisition, construction and coordination for the Nixon Road non-motorized pathway project at a cost not to exceed \$454,000.00.

SUPERVISOR

Gary T. McCririe

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

MANAGER

Michael C. Archinal

TRUSTEES

H. James Mortensen

Jean W. Ledford

Todd W. Smith

Steven Wildman

Estimated Nixon Non-Motorized Sidewalk/Bike Path Budget - Oct. 12, 2012

PROJECT DETAIL	BUDGET AMOUNT	DESCRIPTION
Construction	\$ 280,000.00	estimate based on bid unit prices from MDOT contractor for the road project.
Engineering and Inspection	\$ 60,000.00	\$35,000 approved 9/6/11, \$5,000 approved 9/4/12. Additional \$20,000 estimated for construction services
Consultant Services - Acquisition	\$ 10,000.00	approved by the board on 3/19/12
CSX Rail Construction	\$ 22,000.00	Per construction agreement being considered for approval on 10/15/12
CSX Rail Appraisal/Acquisition	\$ 5,000.00	includes appraisal plus estimated value of easement area
Easement Acquisition	\$ 35,000.00	estimate based on assessed value + additional payouts for removal/relocation/replacement of items in easement area
Contingency (10%)	\$ 42,000.00	
TOTAL:	\$ 454,000.00	

NIXON ROAD MULTI-MODAL PATHWAY

NO.	TAX CODE	OWNERSHIP	PROPERTY ADDRESS	OWNER ADDRESS	EASEMENT	CONSENT	FRONTAGE (linear feet)	ASSESSED VALUE (per sq. ft.)	VALUE	FIRSTROW FEE	SETTLEMENT VALUE	STATUS
001	11-17-400-005	Scott Custer	2662 Nixon Road		5'	10'	334'	\$ 0.41	\$ 1,000.00	\$ 1,200.00		
002	11-17-200-003	Leo & Brenda Nicholas	2290 Nixon Road		15'	5'	330'	\$ 0.28	\$ 1,600.00	Twp.		
003	11-08-400-020	Latson Partners, LLC	1882 Nixon Road	25900 West 11 Mile, Ste. 250, Southfield, MI 48034	12'	8' & 20'	440'	\$ 0.13	\$ 800.00	Twp.		
241												
242	11-08-400-006	Latson Partners, LLC	1896 Nixon Road	25900 West 11 Mile, Ste. 250, Southfield, MI 48034	12'	8'	180'	\$ 0.41	\$ 1,000.00	Twp.		
243	11-08-400-004	Latson Partners, LLC	1908 Nixon Road	25900 West 11 Mile, Ste. 250, Southfield, MI 48034	12'	8'	180'	\$ 0.41	\$ 1,000.00	Twp.		
247	11-08-400-016	Ben Cameron	1990 Nixon Road	8881 McColi, Brighton, MI 48116	25'		252.46'	\$ 0.67	\$ 5,000.00	\$ 1,200.00		
248	11-14-200-004	Charles G. & Lois Latson Trust	3684 Beck Road	1754 S. Fowlerville, Fowlerville, MI 48836	5' & 15'	10' & 20'	1320	\$ 0.13	\$ 4,000.00	Twp.		
250	11-14-200-002	FTAG Investments	Vacant	22777 Harper Ave., Ste. 302, St. Clair Shores, MI 48080	15'	5'	330	\$ 0.14	\$ 800.00	\$ 1,200.00		
253	11-17-200-001	Shawn & Rosemarie Shull	2482 Nixon		13'	5'	330	\$ 0.22	\$ 1,000.00	\$ 1,200.00		
254	11-17-400-009	Bruce & Beth Baker	2510 Nixon		13'	10'	334.17	\$ 0.41	\$ 2,000.00	\$ 1,200.00		
256	11-17-400-010	Stephen Vitous	2592 Nixon		5'	10'	334	\$ 0.41	\$ 1,000.00	\$ 1,200.00		
260	11-17-400-007	LH & M, LLC	Vacant	12912 Leisure, Warren, MI 48088	5'	10 & 15'	1320	\$ 0.24	\$ 2,500.00	\$ 1,200.00		
287	11-17-200-007	Kovanis	Vacant		15'	5'	330	\$ 0.20	\$ 1,200.00	Twp.		
289	11-17-400-002	Cote	2620 Nixon Road		5'	5' & 10'	330	\$ 0.41	\$ 1,000.00	\$ 1,200.00		
									\$ 23,900.00			
TOTAL LAND ACQUISITION										\$ 9,600.00		
ADDITIONAL PAYOUTS FOR REMOVAL REPLACEMENT AND RELOCATION									\$ 11,000.00			
TOTAL ESTIMATED ACQUISITION COSTS									\$ 34,900.00			

General Ledger

Summary Trial Balance

User: angie
 Printed: 10/05/2012 - 9:39 AM
 Period 1 to 7, 2013

Genoa Township

2911 Dorr Road
 Brighton, MI 48116

(810) 227-5225

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund: 261	Road Improvement Fund					
ASSETS						
261-000-001-000	Cash Savings & Investment	0.00	0.00	0.00	0.00	0.00
261-000-002-000	Cash	0.00	0.00	0.00	0.00	0.00
261-000-002-100	Due to Fund 490-Cash	0.00	392,042.38	0.01	350,529.58	41,512.81 ✓
261-000-002-200	Road Improvement Fund	0.00	287,215.49	0.00	0.00	287,215.49 ✓
261-000-002-300	Road Improvement	0.00	492,023.15	2,953.26	2,546.00	492,430.41 ✓
261-000-003-000	Certificate Of Deposit	0.00	0.00	0.00	0.00	0.00
261-000-003-010	Sa Receivable	0.00	0.00	0.00	0.00	0.00
261-000-005-000	Cash Restr Wtr Capital Rplcm	0.00	0.00	0.00	0.00	0.00
261-000-006-000	Prepaid Exp-Drainage Project	0.00	0.00	0.00	0.00	0.00
261-000-084-101	Due from General Fund	0.00	0.00	0.00	0.00	0.00
ASSETS Totals:			1,171,281.02	2,953.27	353,075.58	821,158.71
LIABILITIES						
261-000-214-200	Due to Fund 490	0.00	0.00	0.00	0.00	0.00
261-000-214-250	Due to General Fund	0.00	0.00	0.00	0.00	0.00
261-000-214-260	Due To Reim Road Proj #264	0.00	0.00	0.00	0.00	0.00
261-000-214-270	Deferred Rev-Drainage Project	0.00	0.00	0.00	0.00	0.00
LIABILITIES Totals:			0.00	0.00	0.00	0.00
FUND BALANCE						
261-000-390-000	Fund Balance	0.00	(1,171,281.02)	0.00	0.00	(1,171,281.02)
261-000-398-000	Change In Fund Balance	0.00	0.00	0.00	0.00	0.00
FUND BALANCE Totals:			(1,171,281.02)	0.00	0.00	(1,171,281.02)
REVENUE						
261-000-400-000	Revenue Control	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
261-000-664-000	Interest	1,000.00	0.00	0.00	407.26	(407.26)
261-000-664-010	Special Assessment Interest	0.00	0.00	0.00	0.00	0.00
261-000-664-020	Special Assessment - Principal	0.00	0.00	0.00	0.00	0.00
261-000-672-000	Special Assessment Principal	0.00	0.00	0.00	0.00	0.00
261-000-673-000	Contributions from Developer	0.00	0.00	0.00	0.00	0.00
261-000-695-000	Other	0.00	0.00	0.00	0.00	0.00
261-000-699-000	Operating Transfer In	200,000.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	201,000.00	0.00	0.00	407.26	(407.26)
EXPENSE						
261-000-700-000	Expenditure Control	0.00	0.00	0.00	0.00	0.00
261-000-700-010	Expenditure	0.00	0.00	0.00	0.00	0.00
261-000-999-000	Twp 25% trans to Road Projects	0.00	0.00	0.00	0.00	0.00
261-000-999-010	Trans To Fut Rd Imprvmt #261	0.00	0.00	0.00	0.00	0.00
Dept: 330						
261-330-717-000	Misc./Audit Expense	0.00	0.00	400.00	0.00	400.00
	Dept 330 EXPENSE Totals:	0.00	0.00	400.00	0.00	400.00
Dept: 441						
	Public Works					
261-441-968-000	I96/Latson Interchange	500,000.00	0.00	350,019.67	0.00	350,019.67
261-441-968-060	Genoa Estates Road Improvement	0.00	0.00	0.00	0.00	0.00
261-441-968-100	White Horse Dr Rd Improvement	0.00	0.00	0.00	0.00	0.00
	Dept 441 EXPENSE Totals:	500,000.00	0.00	350,019.67	0.00	350,019.67
Dept: 906						
261-906-956-000	Misc Expense	1,500.00	0.00	109.92	0.00	109.92
261-906-991-000	Principal On Long Term Debt	0.00	0.00	0.00	0.00	0.00
261-906-995-000	Interest On Long Term Debt	0.00	0.00	0.00	0.00	0.00
	Dept 906 EXPENSE Totals:	1,500.00	0.00	109.92	0.00	109.92
	EXPENSE Totals:	501,500.00	0.00	350,529.59	0.00	350,529.59
	Fund 261 Totals:	(300,500.00)	0.00	353,482.86	353,482.84	0.02

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2003 STANDARD SPECIFICATIONS FOR CONSTRUCTION, AASHTO GUIDE FOR THE DEVELOPMENT OF BICYCLE FACILITIES 1999 EDITION,

WORK SHALL BE DONE IN ACCORDANCE WITH THE 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

GENOA CHARTER TOWNSHIP

LIVINGSTON COUNTY



ROAD	TRAFFIC DATA			SPEED DATA		20 YR PAVT DESIGN		LOCATION
	YEAR	A.D.T.	D.H.V.	COMM. DESIGN	POSTED	TYPE	ESAL	

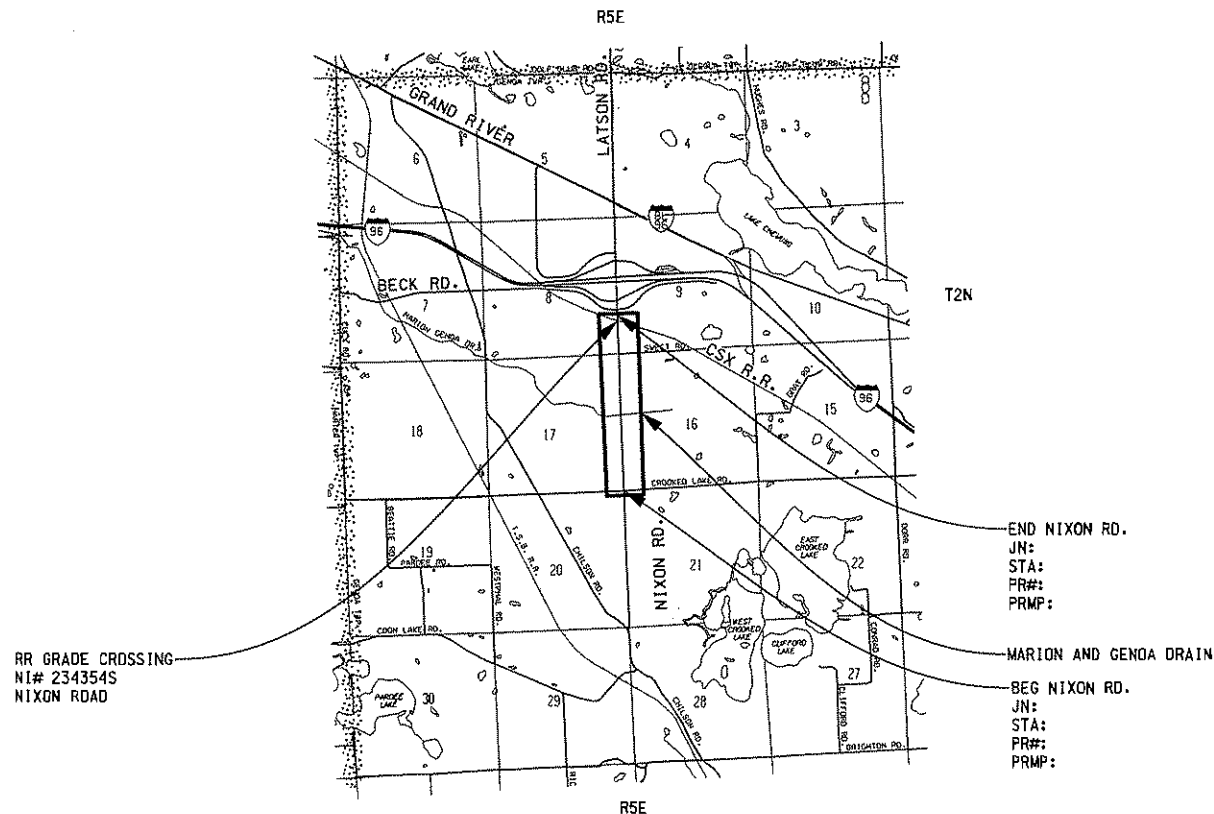
PART	CONTROL SEC	JOB NO.	FEDERAL	
			PROJECT	ITEM

CS:

JN:

TITLE SHEET LEGEND

PROPOSED PROJECT	=====
EXISTING ROADS	=====
PAVED	=====
SECTION LINE	-----
TOWNSHIP LINE	-----
COUNTY LINE	-----
CITY OR VILLAGE LIMITS	-----
RAILROADS	-----
DETOUR ROUTE	-----



THESE PLANS WERE PREPARED FOR THE MICHIGAN DEPARTMENT OF TRANSPORTATION BY

ANTHONY INGLE, P.E. - PROJECT MANAGER _____ DATE _____
 RS ENGINEERING, LLC
 915 CENTENNIAL WAY, SUITE 300
 LANSING, MICHIGAN 48917
 517-668-0877

APPROVALS

RECOMMENDED FOR APPROVAL BY: _____
 RECOMMENDED FOR APPROVAL BY: _____

GENOA CHARTER TOWNSHIP

APPROVED BY: _____ DATE _____

1.300 MILES
 CONTRACT FOR:
 NON-MOTORIZED PATHWAY, CLEARING, GRADING, DRAINAGE.

THE CONTRACTOR SHALL NOTIFY MISS DIG 1(800) 482-7171, A MINIMUM OF THREE WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION IN THE AREA OF THE WORK. LOCATION OF UTILITIES OR OTHER STRUCTURES SHOWN ON THE PLANS ARE TAKEN FROM UTILITY COMPANY OR OTHER RECORDS BELIEVED TO BE RELIABLE. THE OWNER AND ENGINEER ARE NOT RESPONSIBLE FOR ANY OMISSIONS OR VARIATIONS IN THE LOCATION OF THE UTILITIES ENCOUNTERED IN THE WORK.

AS-LET PLAN REVISIONS							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



GENOA CHARTER TOWNSHIP
 2911 Dorr Road
 Brighton MI 48116

NO SCALE

FILE: 101621 TITLE1.dgn

DATE: 01/16/12

DESIGN UNIT:

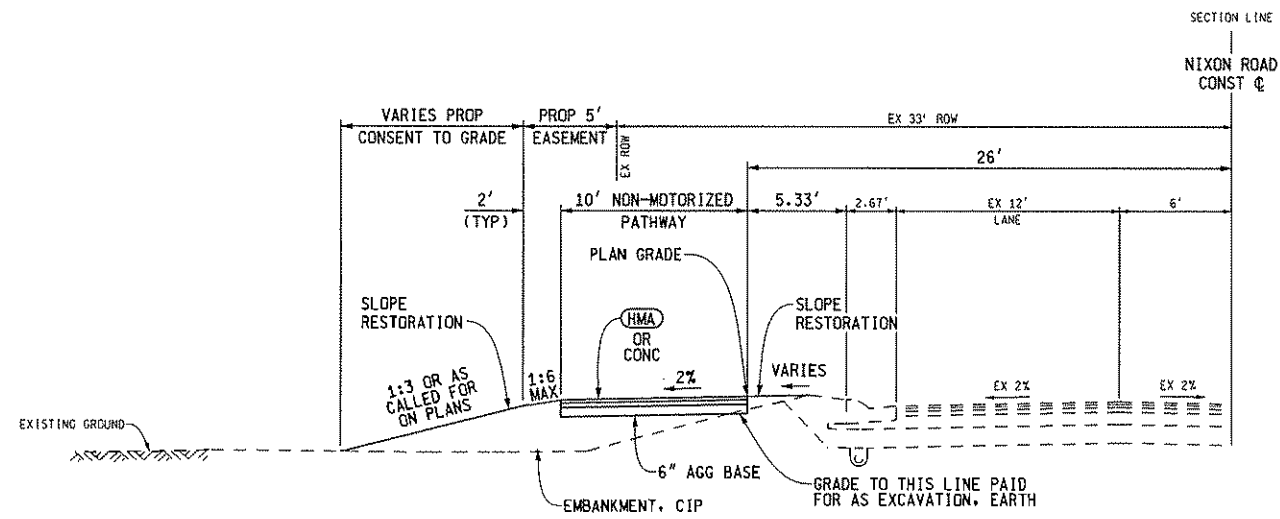
GENOA CHARTER TOWNSHIP

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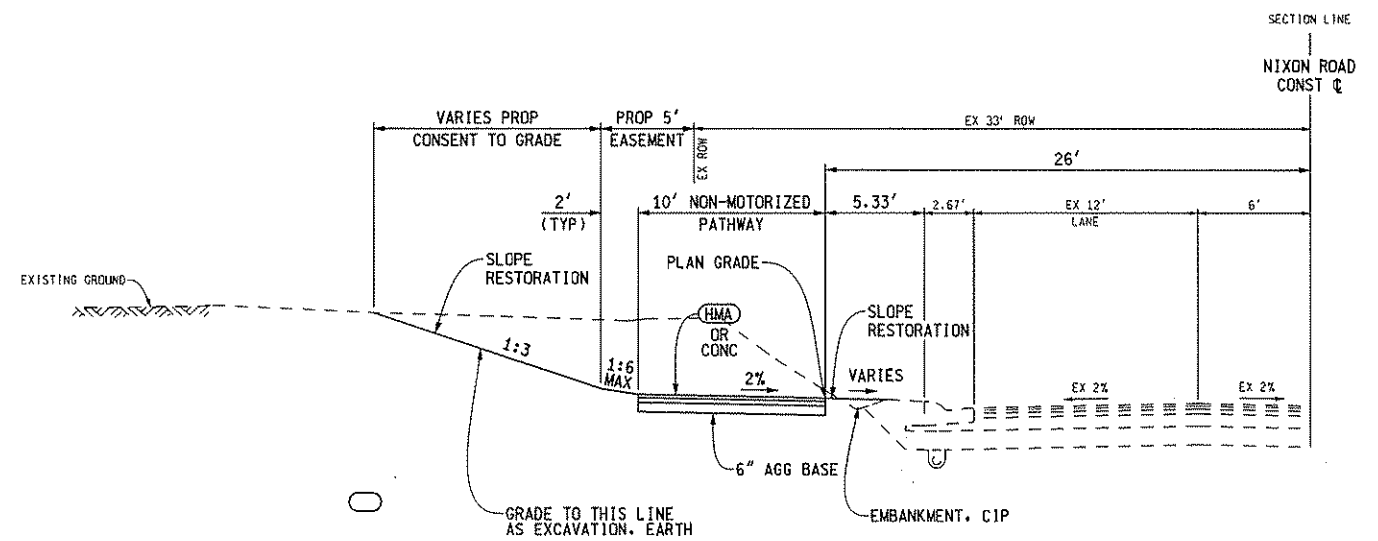
JN:

NIXON ROAD NON-MOTORIZED PATHWAY
 TITLE SHEET

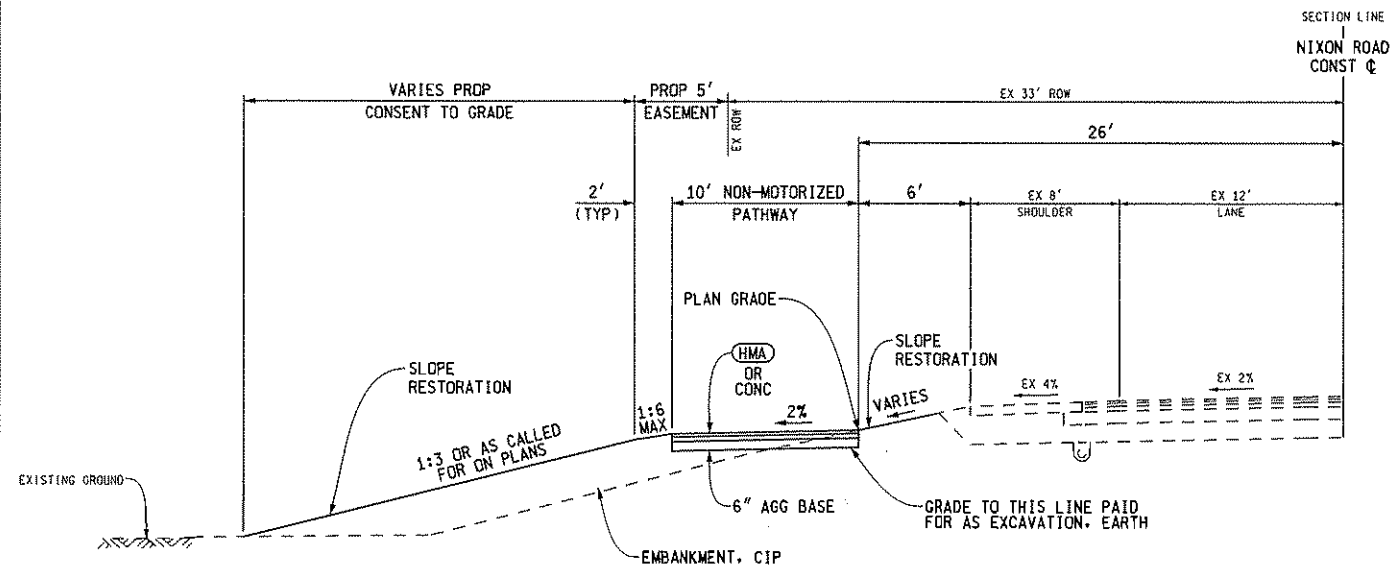
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1-96	1
TITLE	
001	



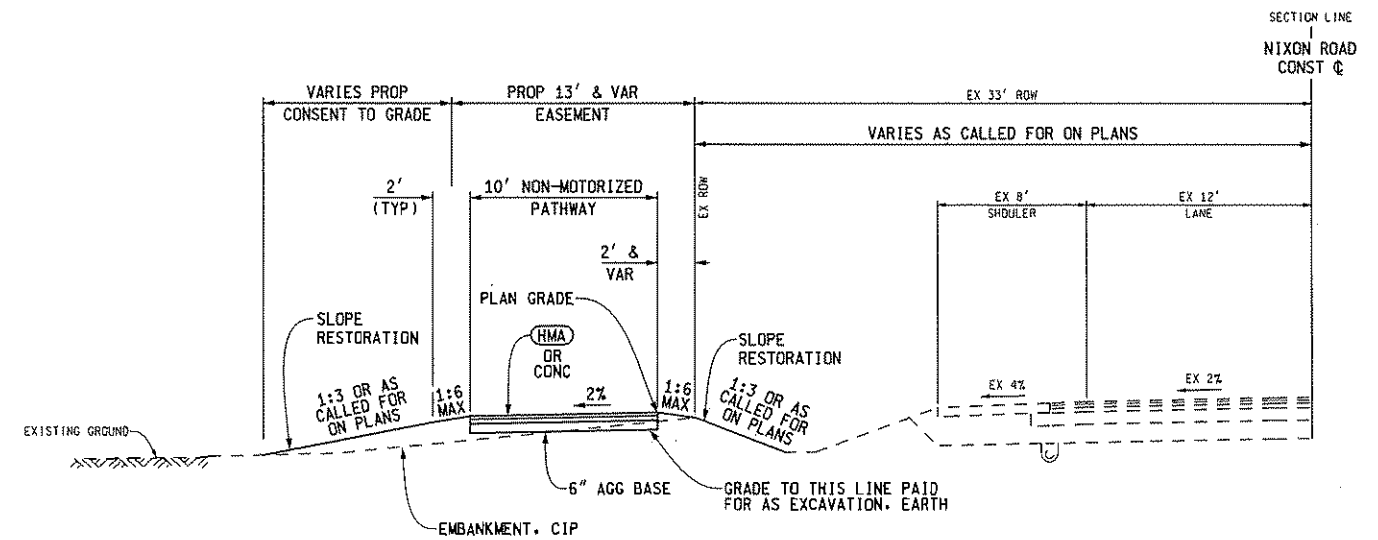
FILL SECTION WITH
NIXON ROAD CURB & GUTTER
TO APPLY:



CUT SECTION WITH
NIXON ROAD CURB & GUTTER
TO APPLY:



FILL SECTION WITH
NIXON RD (NO DITCH)
TO APPLY:

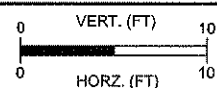


FILL SECTION WITH
NIXON RD (DITCH)
TO APPLY:

AS-LET PLAN REVISIONS							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



GENOA CHARTER TOWNSHIP
2911 Dorr Road
Brighton MI 48116

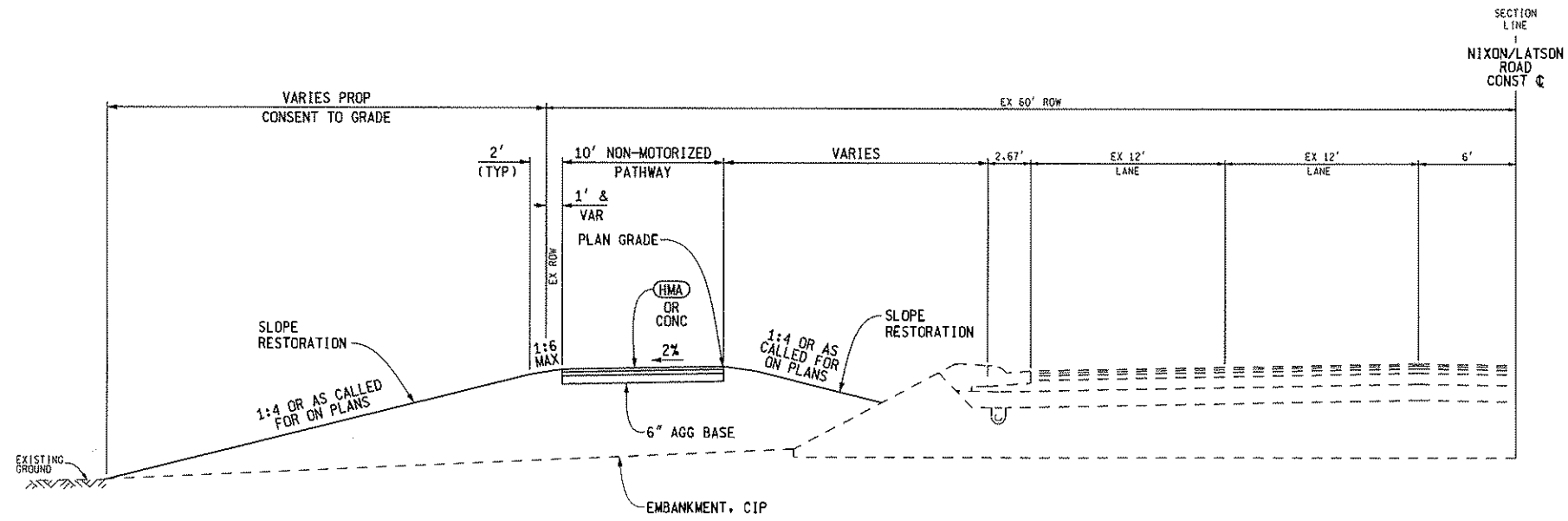


DATE: 01/16/12
DESIGN UNIT:
GENOA CHARTER TOWNSHIP

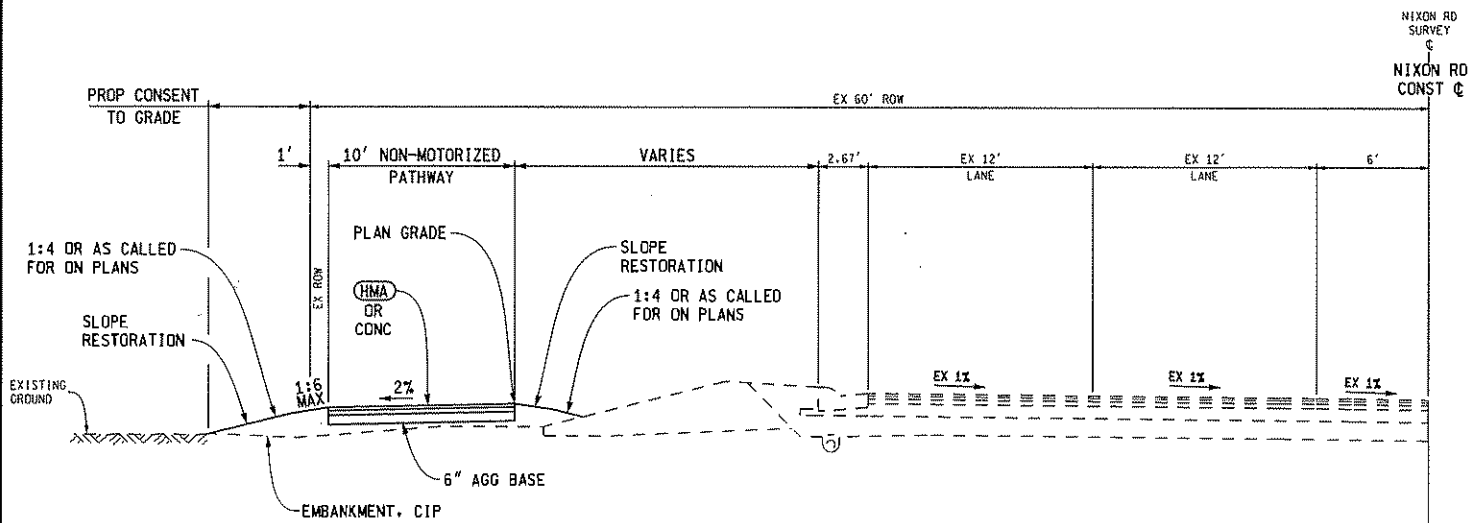
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JN:

NIXON ROAD NON-MOTORIZED PATHWAY
TYPICAL CROSS SECTION

DRAWING SHEET
2

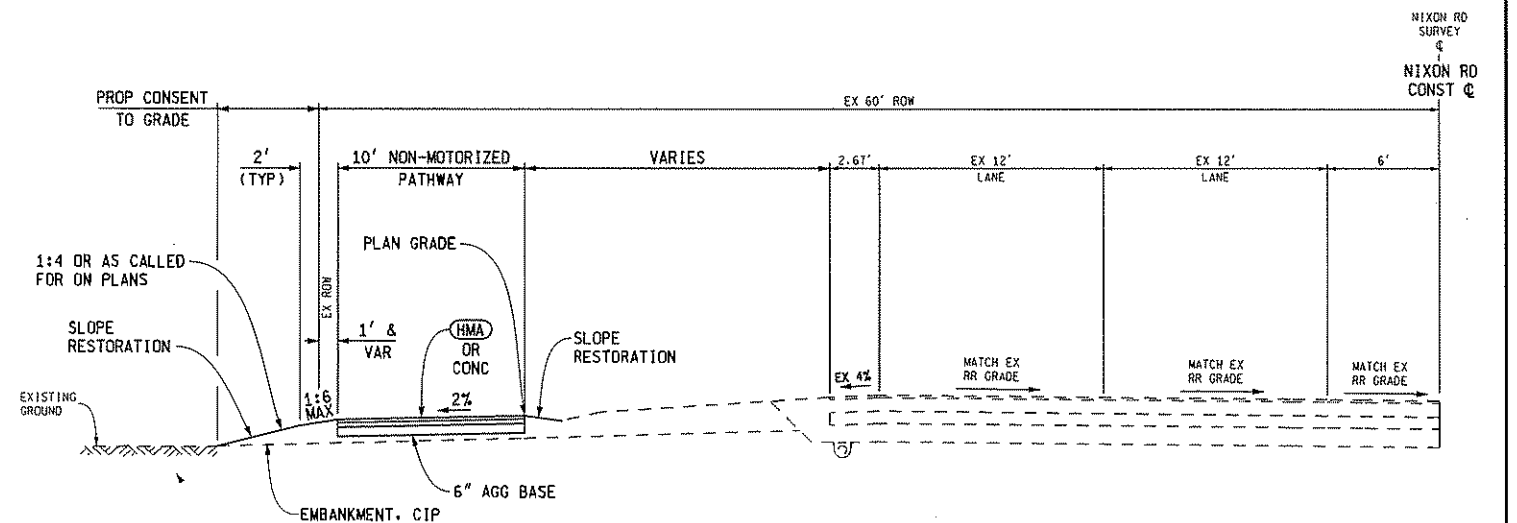


NIXON/LATSON TYPICAL 4
NIXON/LATSON RO 3-5 LANE NORMAL CROWN HMA



NIXON RD 5 LANE NORMAL CROWN

APPLIES FROM STA 291+49 TO STA 292+77
APPLIES FROM STA 293+46 TO STA 294+97



NIXON RD 5 LANE RAILROAD APPROACH

APPLIES FROM STA 292+77 TO STA 293+46

AS-LET PLAN REVISIONS							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



GENOA CHARTER TOWNSHIP
2911 Dorr Road
Brighton MI 48116

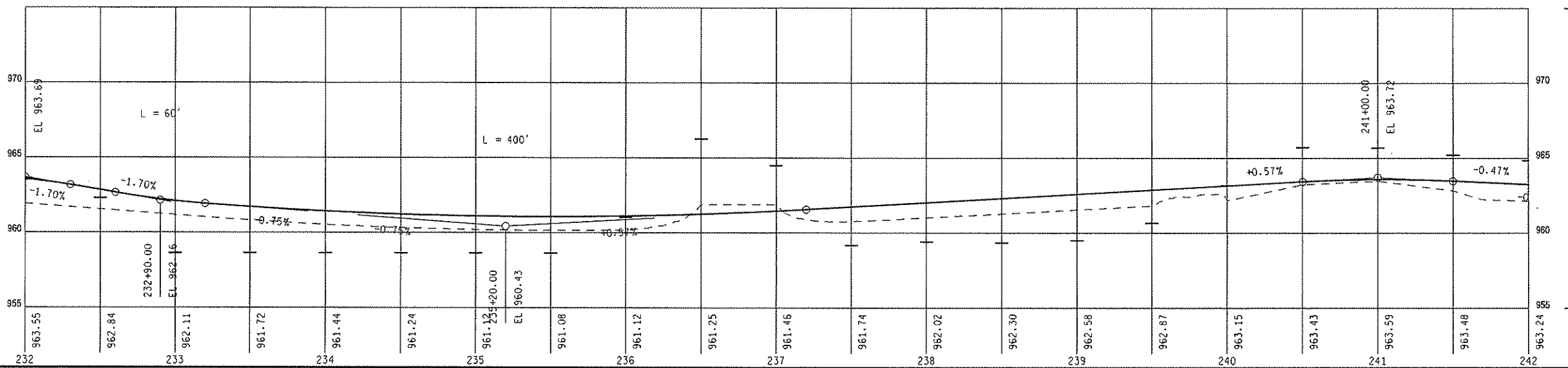
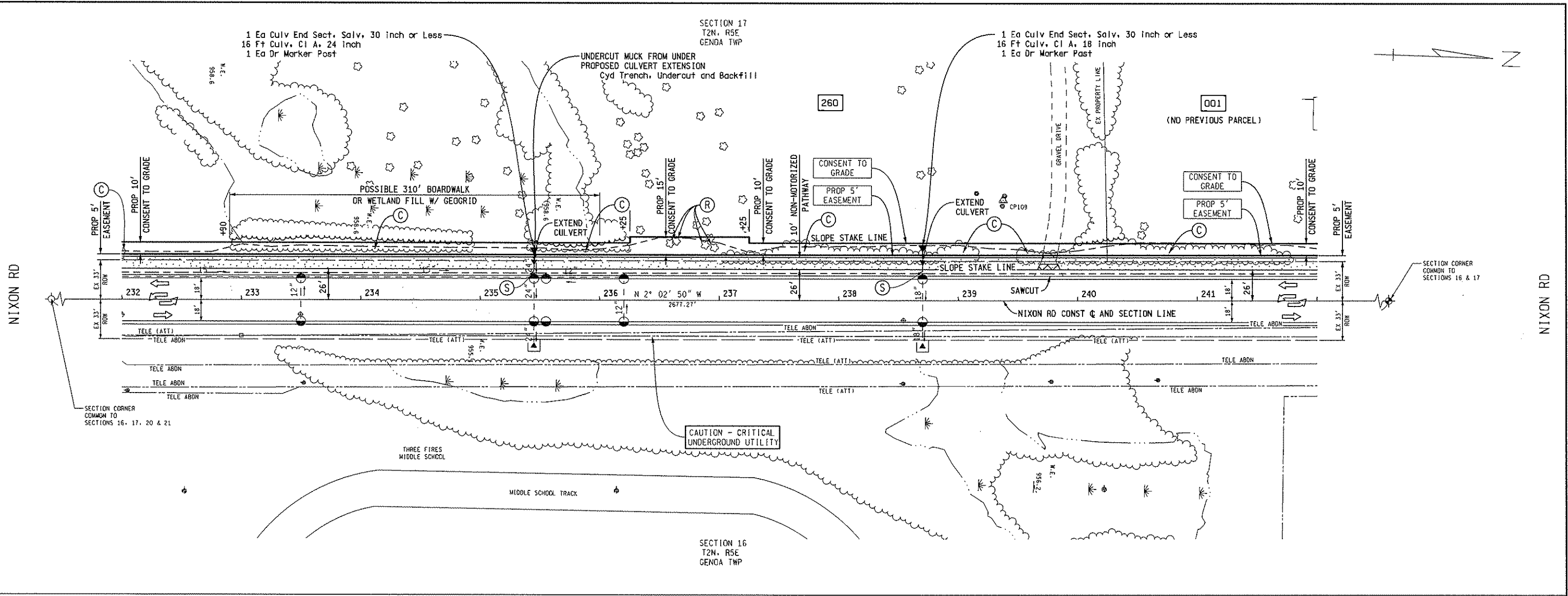


DATE: 01/16/12
DESIGN UNIT:
GENOA CHARTER TOWNSHIP

CS:
JN:

NIXON ROAD NON-MOTORIZED PATHWAY
TYPICAL CROSS SECTION

DRAWING	SHEET
	3

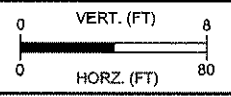


AS-LET PLAN REVISIONS

NO.	DATE	AUTH	DESCRIPTION



GENOA CHARTER TOWNSHIP
2911 Dorr Road
Brighton MI 48116

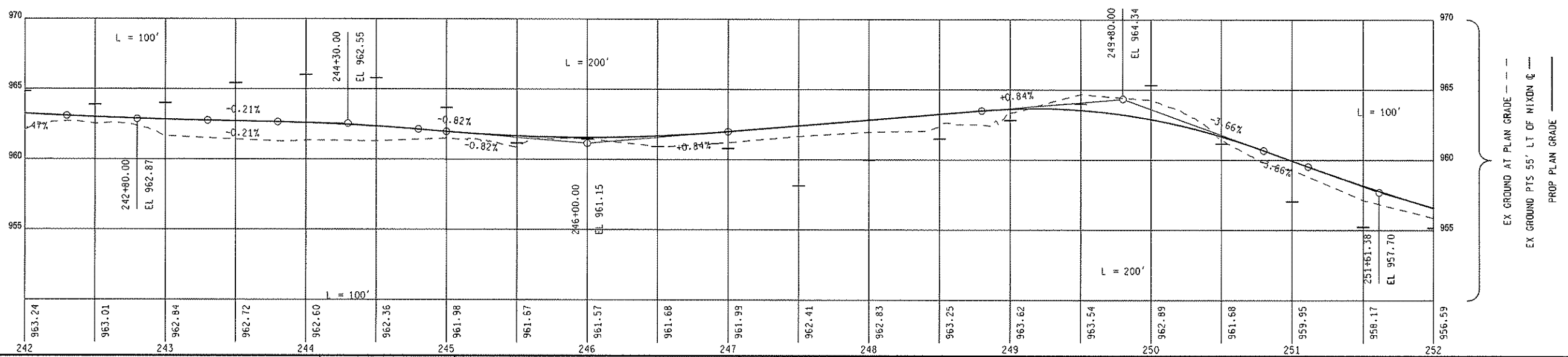
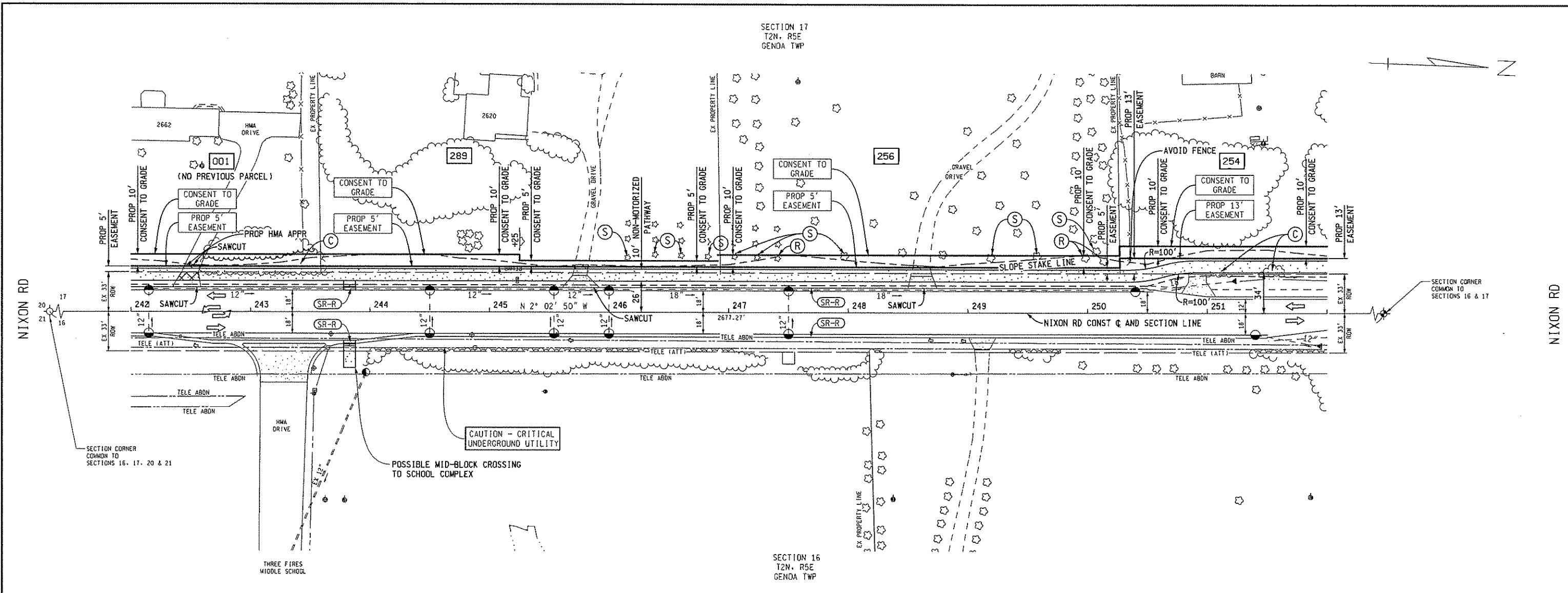


DATE: 01/16/12
DESIGN UNIT:
FILE: PATH NIXON CON007.dgn

CS:
JN:

NIXON ROAD NON-MOTORIZED PATHWAY
PLAN & PROFILE
STA 232+00 TO STA 242+00

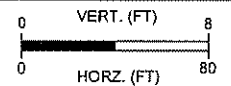
DRAWING	SHEET
NIXON PLANPF 007	5



AS-LET PLAN REVISIONS			
NO.	DATE	AUTH	DESCRIPTION



GENOA CHARTER TOWNSHIP
2911 Dorr Road
Brighton MI 48116



DATE: 01/16/12
DESIGN UNIT:
GENOA CHARTER TOWNSHIP

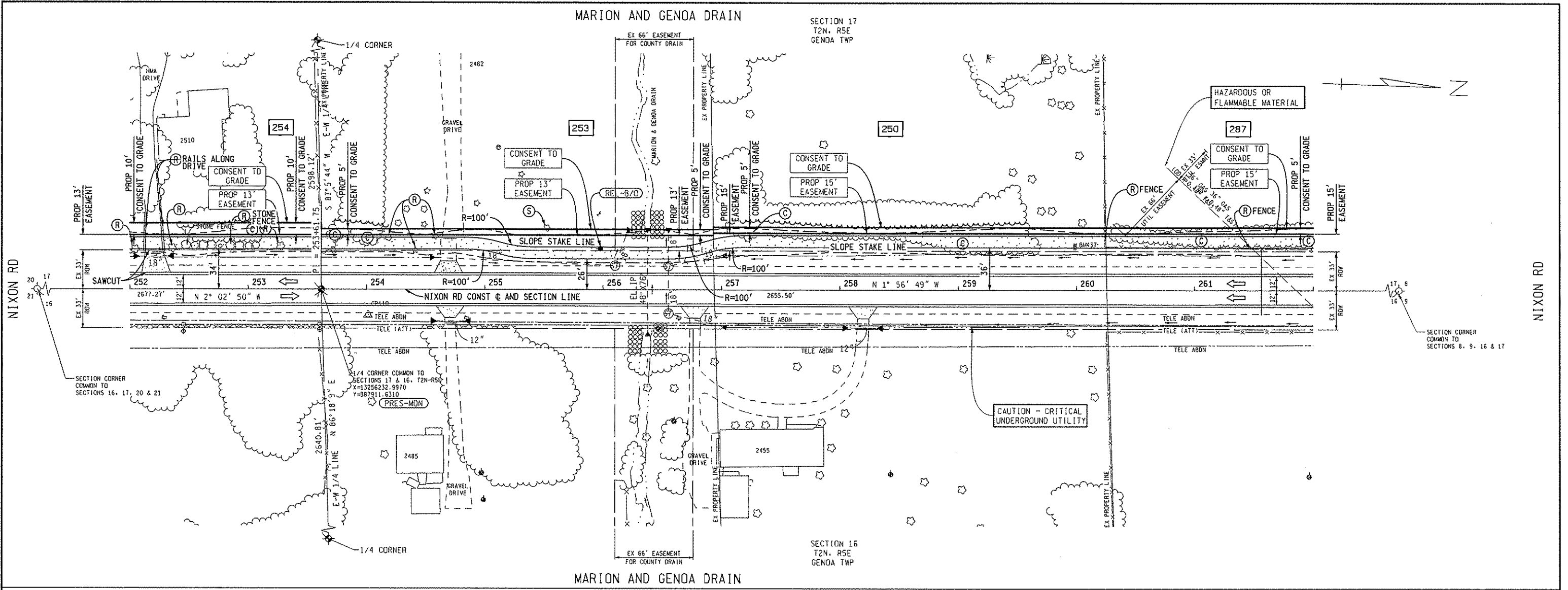
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JN:

NIXON ROAD NON-MOTORIZED PATHWAY
PLAN & PROFILE
STA 242+00 TO STA 252+00

DRAWING	SHEET
NIXON	6
PLANPF	
008	

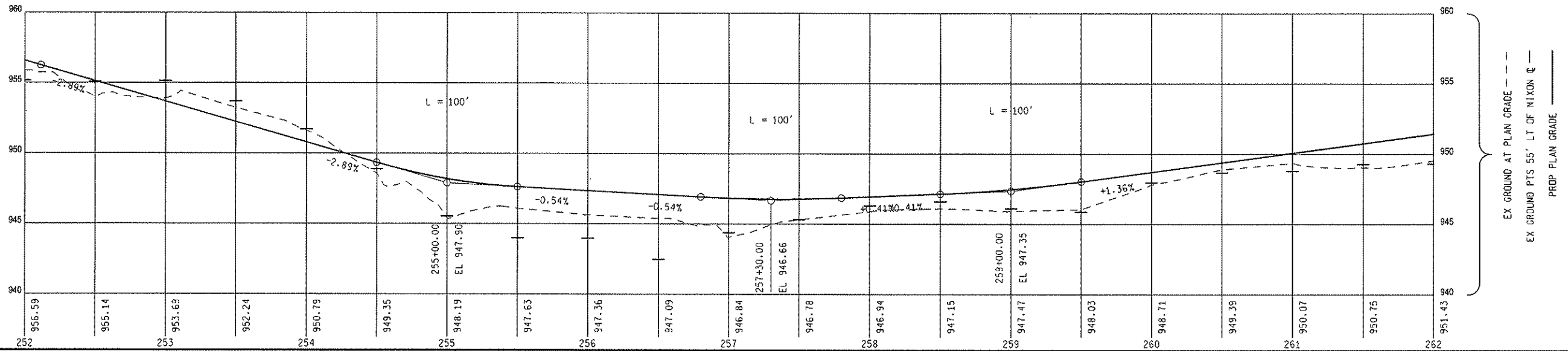
MARION AND GENOA DRAIN

SECTION 17
T2N. R5E
GENOA TWP



MARION AND GENOA DRAIN

SECTION 16
T2N. R5E
GENOA TWP

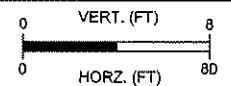


AS-LET PLAN REVISIONS

NO.	DATE	AUTH	DESCRIPTION



GENOA CHARTER TOWNSHIP
2911 Dorr Road
Brighton MI 48116



DATE: 01/16/12
DESIGN UNIT:
GENOA CHARTER TOWNSHIP

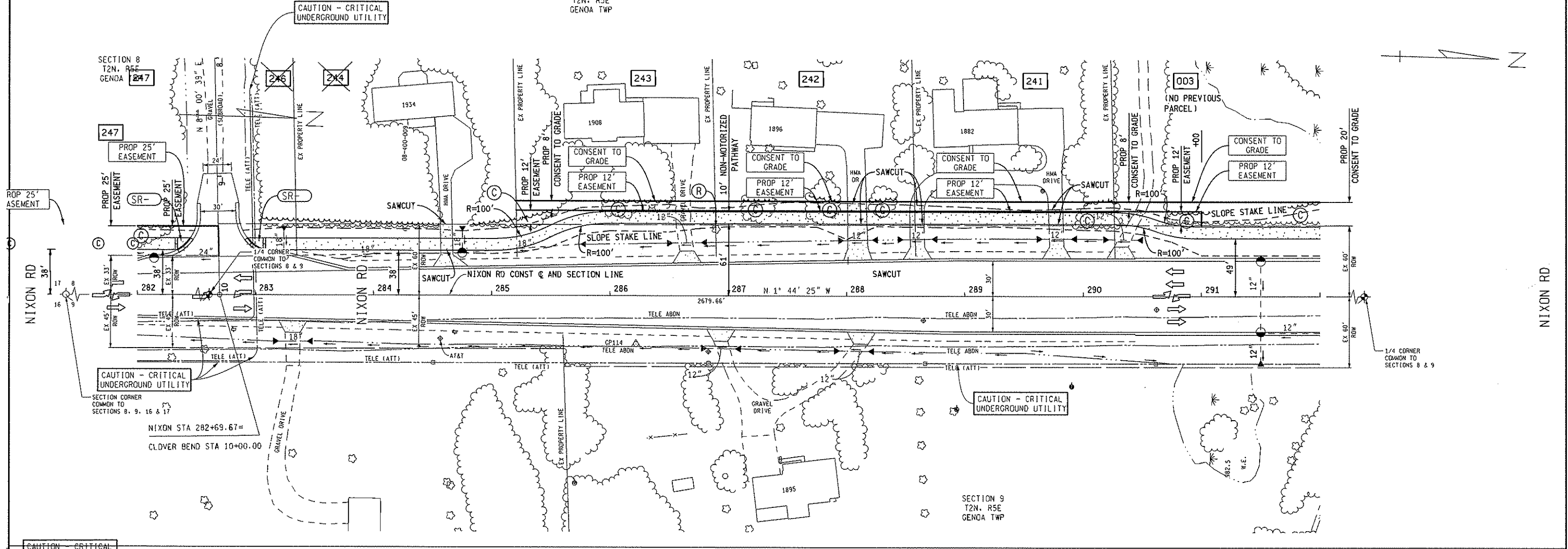
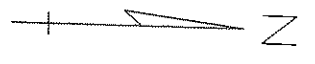
CS:
JN:

NIXON ROAD NON-MOTORIZED PATHWAY
PLAN & PROFILE

STATIONING	STA 252+00 TO STA 262+00
DRAWING	NIXON PLAN PF 009
SHEET	7

CLOVER BEND CT
(PRIVATE)

SECTION 8
T2N. R5E
GENOA TWP



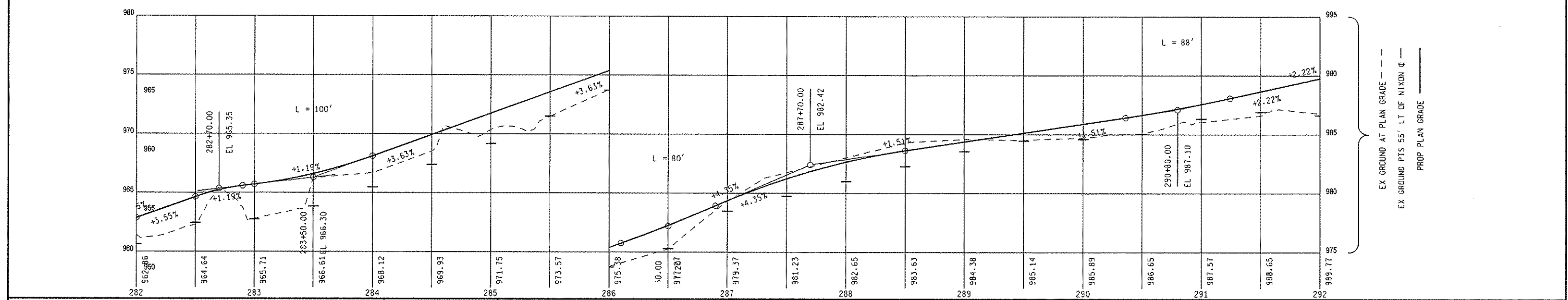
SECTION 9
T2N. R5E
GENOA TWP

CAUTION - CRITICAL UNDERGROUND UTILITY

SECTION CORNER COMMON TO SECTIONS 8, 9, 16 & 17

NIXON STA 282+69.67=
CLOVER BEND STA 10+00.00

1/4 CORNER COMMON TO SECTIONS 8 & 9

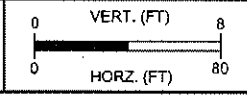


AS-LET PLAN REVISIONS

NO.	DATE	AUTH	DESCRIPTION
945			



GENOA CHARTER TOWNSHIP
2911 Dorr Road
Brighton MI 48116



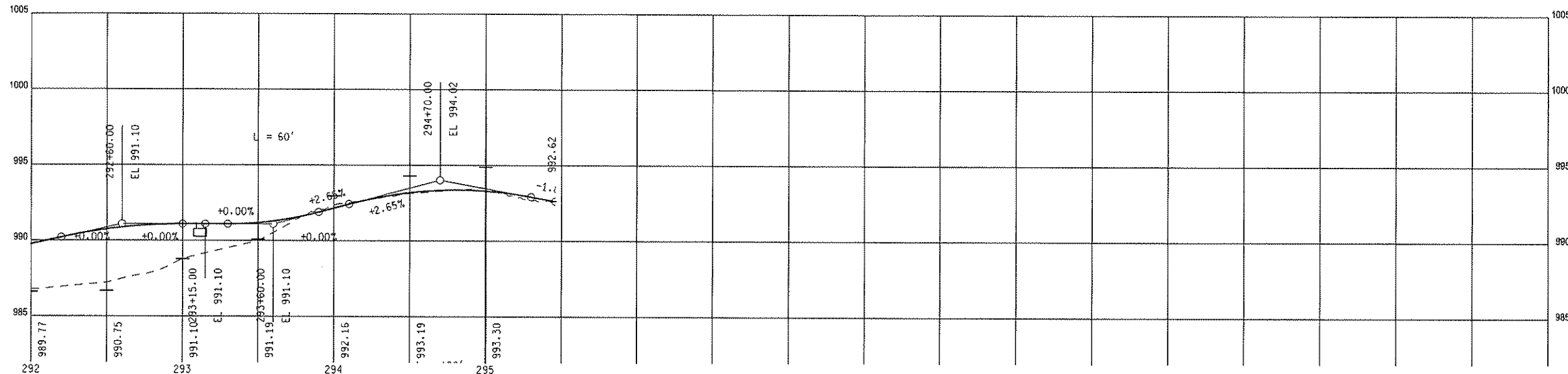
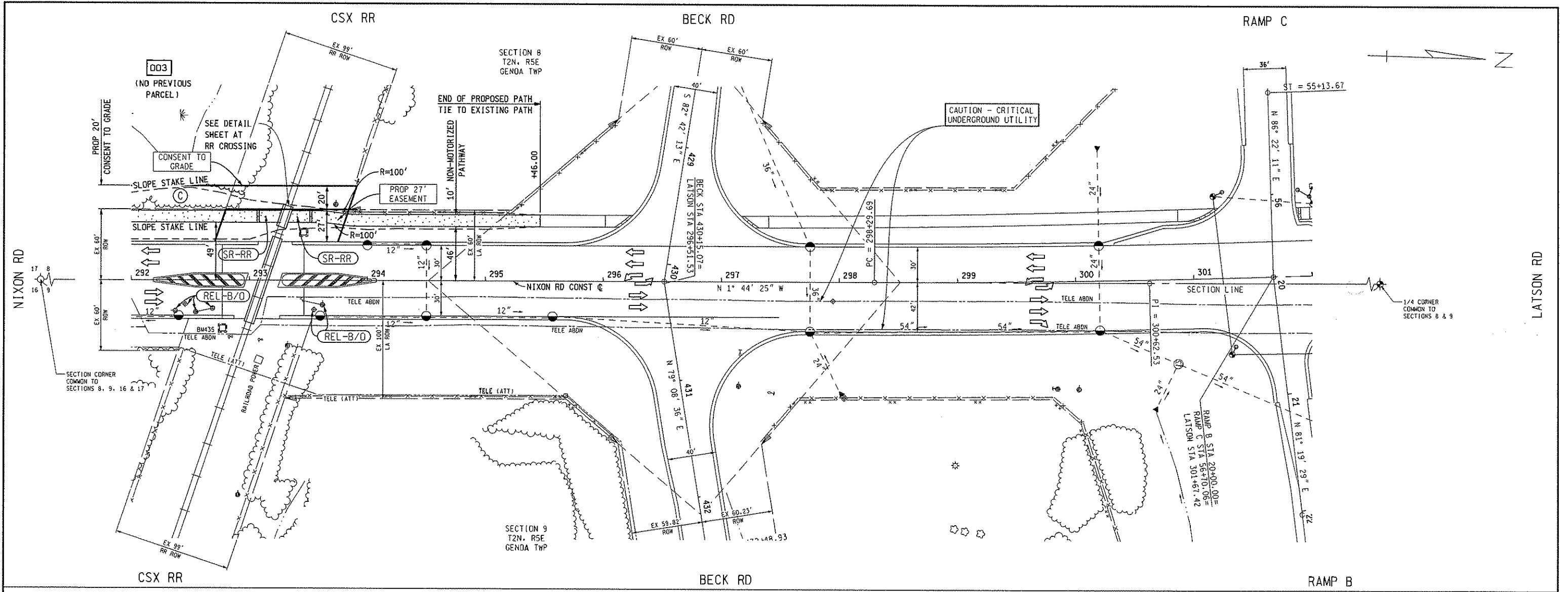
DATE: 01/16/12
DESIGN UNIT:
FILE: PATH NIXON CON012.dgn

CS:
JN:

GENOA CHARTER TOWNSHIP

NIXON ROAD NON-MOTORIZED PATHWAY
PLAN & PROFILE
STA 282+00 TO STA 292+00

DRAWING SHEET
NIXON PLANPF 012 10



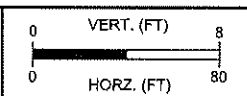
EX GROUND AT PLAN GRADE ---
 EX GROUND PTS 55' LT OF NIXON C ---
 PROP PLAN GRADE ———

AS-LET PLAN REVISIONS

NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



GENOA CHARTER TOWNSHIP
 2911 Dorr Road
 Brighton MI 48116



DATE: 01/16/12
 DESIGN UNIT:
 GENOA CHARTER TOWNSHIP

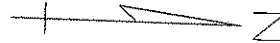
CS:
 JN:

NIXON ROAD NON-MOTORIZED PATHWAY
 PLAN & PROFILE
 STA 292+00 TO STA 302+00

DRAWING	SHEET
NIXON PLAN/PF 013	11

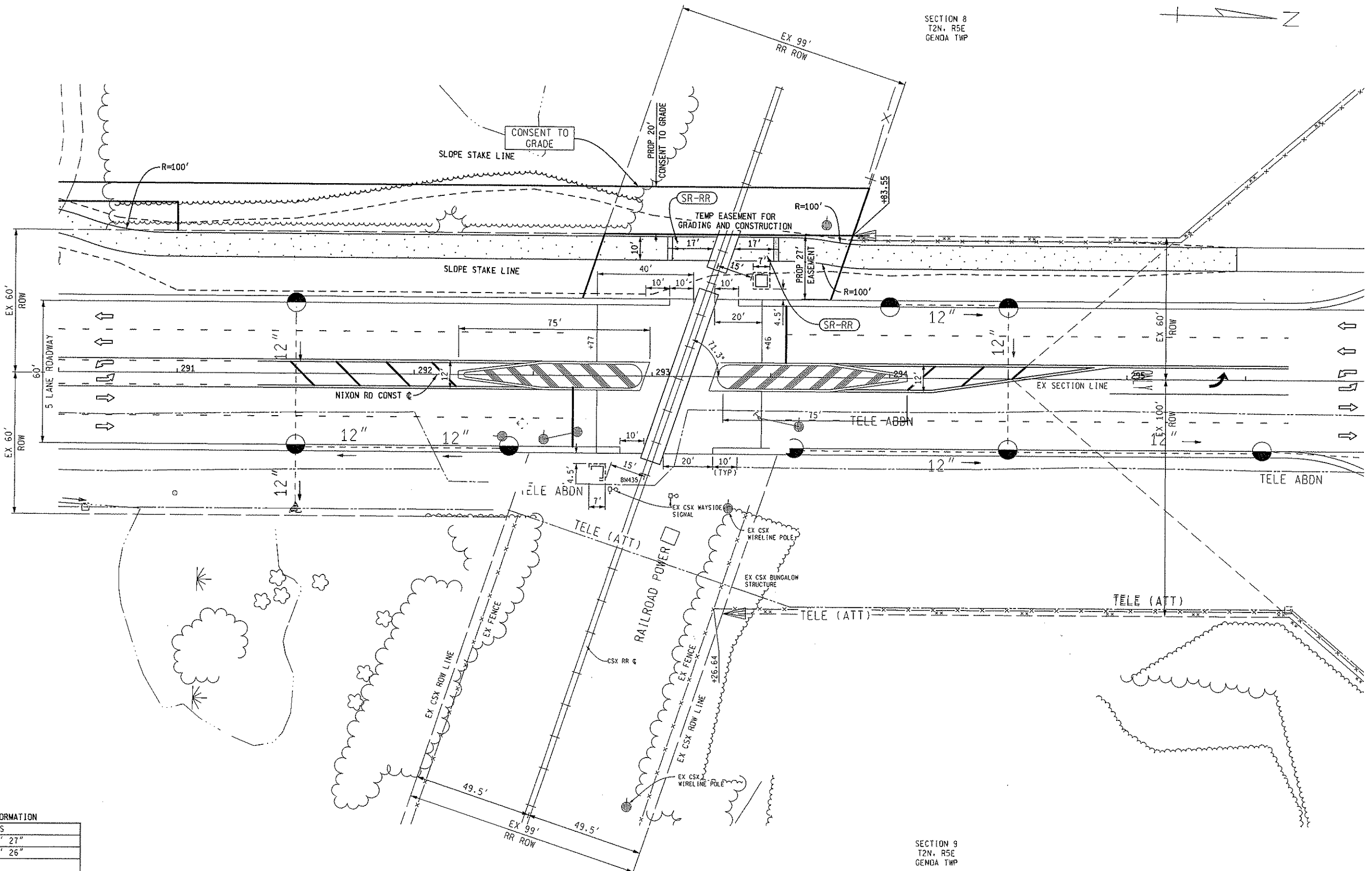
CSX TRANSPORTATION RR

SECTION 8
T2N, R5E
GENOA TWP



NIXON RD

LATSON RD



CSX TRANSPORTATION RR

SECTION 9
T2N, R5E
GENOA TWP

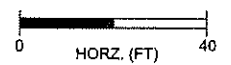
LOCATION & OWNER INFORMATION

AAR DOT #	234 354 S
LATITUDE	N 42° 34' 27"
LONGITUDE	W 83° 52' 26"
MILEPOST	CH 50.68
OWNER	LIVINGSTON COUNTY ROAD COMMISSION

AS-LET PLAN REVISIONS							
NO.	DATE	AUTH	DESCRIPTION	NO.	DATE	AUTH	DESCRIPTION



GENOA CHARTER TOWNSHIP
2911 Dorr Road
Brighton MI 48116



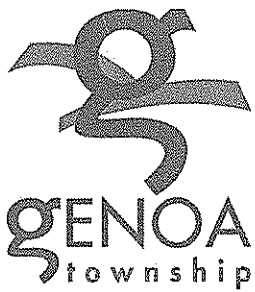
FILE: PATH NIXON RRDetai001.dgn

DATE: 01/16/12
DESIGN UNIT:
GENOA CHARTER TOWNSHIP

CS:
JN:

NIXON ROAD NON-MOTORIZED PATHWAY
NIXON ROAD AT CSX RAILROAD

DRAWING SHEET
RR NIX MSCDET 001 12



2911 Dorr Road
Brighton, MI 48116
810.227.5225
810.227.3420 fax
genoa.org

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Kelly VanMarter, Assistant Township Manager
DATE: September 27, 2012
RE: Nixon Road Non-Motorized Pathway – CSX Transportation Construction Agreement and Reimbursable Deposit

MANAGER'S REVIEW: _____

Attached please find a Construction Agreement and request for reimbursable deposit associated with the at-grade railroad crossing for the Nixon Road non-motorized pedestrian path. The Construction Agreement has been reviewed by the Engineering Company representing the Township on this project and was found to be acceptable.

The amount requested for reimbursable deposit is \$21,182.00. As stated in Section 4.2 of the Agreement, the estimate reflects a certain cost savings realized by doing the crossing concurrent with the road work, so I believe this is as cheap as it gets. The deposit includes engineering, construction of crossing extension, and flagging services by CSX Transportation, Inc. (CSXT). If the costs incurred by CSXT are less than the deposit the surplus will be refunded to the Township once the project is completed.

In regard to this proposal please consider the following action:

Moved by _____, supported by _____, to approve the Construction Agreement and reimbursable deposit amount in the amount of \$21,182.00 with CSX Transportation, Inc. The Agreement and deposit are to be used for engineering, construction, and flagging services associated with the Nixon Road Non-Motorized Pathway extension across the CSX Railroad.

SUPERVISOR

Gary T. McCririe

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

MANAGER

Michael C. Archinal

TRUSTEES

H. James Mortensen

Jean W. Ledford

Todd W. Smith

Steven Wildman

PROPOSED NIXON ROAD SIDEWALK CONSTRUCTION
ACROSS CSXT AT-GRADE IN VICINITY OF MILEPOST CH-50.68
NEAR HOWELL, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
CSX TRANSPORTATION INC. OP NUMBER: MI0392

CSXT Schedule PA
(Advance Payment – Construction Agreement)

PAYMENT SUBMISSION FORM

Payment is hereby provided in accordance with the terms of Section 4.3 of the Construction Agreement for the subject project, between Agency and CSXT.

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

CSX Transportation, Inc.
P. O. Box 116651
Atlanta, GA 30368-6651

.....

Payment due as per provisions of the Construction Agreement

(All information below to be completed by Agency providing Payment)

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Check No.</u>
_____	_____	_____

Date: _____

By: _____

Name: _____

Title: _____

Phone: _____

Email: _____

**PROPOSED NIXON ROAD SIDEWALK CONSTRUCTION
ACROSS CSXT AT-GRADE IN VICINITY OF MILEPOST CH-50.68
NEAR HOWELL, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
CSX TRANSPORTATION INC. OP NUMBER: MI0392**

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 201 __, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and Genoa Charter Township, a body corporate and political subdivision of the State of Michigan (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, a sidewalk across CSXT at-grade and adjacent to the proposed roadway reconstruction / widening project by the Michigan Department of Transportation (see CSXT OP# MI0337) at the location where Nixon Road crosses CSXT at-grade in the vicinity of railroad milepost CH-50.68 (AAR/DOT# 234 354S) located near Howell, Genoa Township, Livingston County, Michigan (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than December 31, 2013, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("**Contractors**") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and

subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). The Estimate reflects certain cost savings realized by CSXT performing the crossing work concurrent with the crossing work for adjacent MDOT project (CSXT OP# MI0337). Should such CSXT work not be able to be constructed concurrently or in the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 116651
Atlanta, GA 30368-6651

- 4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.
- 6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue

the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the project improvements and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

PROPOSED NIXON ROAD SIDEWALK CONSTRUCTION
ACROSS CSXT AT-GRADE IN VICINITY OF MILEPOST CH-50.68
NEAR HOWELL, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
CSX TRANSPORTATION INC. OP NUMBER: MI0392

If to CSXT: CSX Transportation, Inc.
500 Water Street, J-301
Jacksonville, Florida 32202
Attention: Director Project Management -- Public Projects

If to Agency: Genoa Charter Township
2911 Dorr Road
Brighton, Michigan 48116
Attention: Kelly VanMarter, Planning Director

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of Michigan, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

GENOA CHARTER TOWNSHIP

By: _____
Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Dale W. Ophardt
Assistant Vice President - Engineering

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Sidewalk construction adjacent to proposed widening of Nixon Road at-grade crossing [see separate Michigan Department of Transportation project (CSXT OP# MI0337) for parameters of reconstructed / widening vehicular at-grade crossing]
- B. CSXT shall perform or cause to be performed:
 - 1. Preliminary engineering services.
 - 2. Construct at-grade crossing extension to accommodate sidewalk construction from edge of proposed reconstructed / widened vehicular at-grade crossing [see separate Michigan Department of Transportation project (CSXT OP# MI0337) for parameters of reconstructed / widening vehicular at-grade crossing]
 - 3. Flagging services and other protective services and devices as may be necessary.
 - 4. Construction engineering and inspection to protect the interests of CSXT.

PROPOSED NIXON ROAD SIDEWALK CONSTRUCTION
ACROSS CSXT AT-GRADE IN VICINITY OF MILEPOST CH-50.68
NEAR HOWELL, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
CSX TRANSPORTATION INC. OP NUMBER: MI0392

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

<u>SHEET</u>	<u>DESCRIPTION</u>	<u>PREPARER</u>	<u>DATE</u>
4	I-96 At Latson Rd Interchange Construction Sheet Nixon Road At CSX Railroad	RS Engineering	05/19/11

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _____, 201__, as amended from time to time.

“Agency” shall mean Genoa Charter Township, Livingston County, Michigan.

“Agency Representative” shall mean the authorized representative of Genoa Charter Township, Livingston County, Michigan.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor

shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor

- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

- 1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:

- a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
 - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

PROPOSED NIXON ROAD SIDEWALK CONSTRUCTION
ACROSS CSXT AT-GRADE IN VICINITY OF MILEPOST CH-50.68
NEAR HOWELL, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
CSX TRANSPORTATION INC. OP NUMBER: MI0392

EXHIBIT D

INITIAL ESTIMATE
ATTACHED

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - MI0337

ESTIMATE SUBJECT TO REVISION AFTER:	01/15/2013	DOT NO.: 234 354S
CITY: Howell (Genoa Township)	COUNTY: Livingston	STATE: MI
DESCRIPTION: Nixon Road - sidewalk & sidewalk crossing by Genoa Township adjacent to separate MDOT roadway reconstruction & widening project that includes new signals & T&A surface (MI0337).		
DIVISION: Chicago	SUB-DIV: Plymouth	MILE POST: CH-50.68
AGENCY PROJECT NUMBER:		

PRELIMINARY ENGINEERING:

200 Labor (Non Contract)		\$ -
200 Additive	31.34%	\$ -
230 Expenses		\$ -
212 Contracted & Administrative Engineering Services		\$ 5,000
Subtotal		\$ 5,000

CONSTRUCTION ENGINEERING/INSPECTION:

200 Labor (Non Contract)		\$ -
200 Additive	31.34%	\$ -
230 Expenses		\$ -
212 Contracted & Administrative Engineering Services		\$ 4,000
Subtotal		\$ 4,000

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)		\$ 1,750
050 Labor (Foreman/Inspector)		\$ -
070 Additive	73.76% (Transportation Department)	\$ 1,291
050 Additive	97.95% (Engineering Department)	\$ -
230 Per Diem	(Engineering Department)	\$ -
230 Expenses		\$ 225
Subtotal		\$ 3,266

SIGNAL & COMMUNICATIONS WORK: (Details Attached) \$ -

TRACK WORK: (Details Attached) \$ 6,502

ACCOUNTING & BILLING:

040 Labor		\$ 300
040 Additive	63.03%	\$ 189
Subtotal		\$ 489

PROJECT SUBTOTAL

900 <u>CONTINGENCIES:</u>	10.00%	\$ 1,927
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GRAND TOTAL ***** \$ 21,182

DIVISION OF COST:

Agency	<u>100.00%</u>	\$ 21,182
Railroad		\$ -
TOTAL *****		\$ 21,182

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated by: Jerry Newburn - URS

Approved by: ajd

CSXT Public Project Group

DATE: 07/19/2012

REVISED:

DATE: 07/21/2012

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - MI0337
Pub EB - MI EB3 (MI)

ESTIMATE SUBJECT TO REVISION AFTER:	01/15/2013	DOT NO.: 234 354S
CITY: Howell (Genoa Township)	COUNTY: Livingston	STATE: MI
DESCRIPTION:	Nixon Road - sidewalk & sidewalk crossing by Genoa Township adjacent to separate MDOT roadway reconstruction & widening project that includes new signals & T&A surface (MI0337).	
DIVISION: Chicago	SUB-DIV: Plymouth	MILEPOST: CH-50.68
DRAWING NO.: ____	DRAWING DATE: ____	
AGENCY PROJECT NUMBER: _____		

PRELIMINARY ENGINEERING:

200 Labor (Non Contract)	0 Days @	\$ 270.00	\$ -
200 Additive 31.34%			\$ -
230 Expenses			\$ -
212 Contracted & Administrative Engineering Services			\$ 5,000
Subtotal			\$ 5,000

CONSTRUCTION ENGINEERING/INSPECTION:

200 Labor (Non Contract)	0 Days @	\$ 270.00	\$ -
200 Additive 31.34%			\$ -
230 Expenses			\$ -
212 Contracted & Administrative Engineering Services			\$ 4,000
Subtotal			\$ 4,000

FLAGGING SERVICE: (Contract Labor)

70 Labor (Conductor-Flagman)	5 Days @	\$ 350.00	\$ 1,750
50 Labor (Foreman/Inspector)	0 Days @	\$ 336.00	\$ -
70 Additive 73.76% (Transportation Department)			\$ 1,291
50 Additive 97.95% (Engineering Department)			\$ -
230 Expenses (Engineering Department)	0 Days @	\$ 75.00	\$ -
230 Expenses (Transportation Department)	5 Days @	\$ 45.00	\$ 225
Subtotal			\$ 3,266

COMMUNICATIONS WORK:

Temporary (Details Attached)	\$ -
Permanent (Details Attached)	\$ -
Subtotal	\$ -

TRACK: LABOR

50 Traffic Control	0 MAN-HRS	\$ 24.00	\$ -
50 Remove Existing Crossing	0 MAN-HRS	\$ 24.00	\$ -
50 Renew Cross Ties	0 MAN-HRS	\$ 24.00	\$ -
50 Renew Rail	0 MAN-HRS	\$ 24.00	\$ -
50 Install OTM	0 MAN-HRS	\$ 24.00	\$ -
50 Install Field Welds	0 MAN-HRS	\$ 24.00	\$ -
50 Install Geo-Textile Fabric	0 MAN-HRS	\$ 24.00	\$ -
50 Install Sub-Drains	10 MAN-HRS	\$ 24.00	\$ 240
50 Install Ballast	0 MAN-HRS	\$ 24.00	\$ -
50 Line and Surface	0 MAN-HRS	\$ 24.00	\$ -
50 Install Crossing Materials	48 MAN-HRS	\$ 24.00	\$ 1,152
50 Install Bituminous Pavement	0 MAN-HRS	\$ 24.00	\$ -
50 Install Asphalt Underlayment if required(.35MH/TN)	0 MAN-HRS	\$ 24.00	\$ -
50 _____	0 MAN-HRS	\$ 24.00	\$ -
50 _____	0 MAN-HRS	\$ 24.00	\$ -

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - MI0337
Pub EB - MI EB3 (MI)

50	Clean-Up		0	MAN-HRS	\$ 24.00	\$	-
50	Additive	97.95%				\$	1,363
230	Per Diem		6	MAN-DAY	\$ 90.00	\$	540
	Subtotal					\$	3,295
	<u>TRACK: MATERIAL</u>						
220	Cross Ties, Main Line		0	EA	\$ 39.00	\$	-
220	Cross tie - pre-plated		0	EA	\$ 83.50	\$	-
220	Cross-tie - Borate		0	EA	\$ 56.00	\$	-
220	Crossties, 10' Length		0	EA	\$ 46.00	\$	-
220	Tie plates		0	EA	\$ 10.51	\$	-
220	Rail, 136RE, New		0	LF	\$ 21.00	\$	-
220	Misc. OTM		1	LOT	\$ -	\$	-
210	Geo-Textile Fabric		0	RL	\$ 930.00	\$	-
210	Sub-Drains		120	LF	\$ 6.00	\$	720
220	Ballast - Car load		0	NT	\$ 12.00	\$	-
220	Ballast - Trucked in		0	NT	\$ 45.00	\$	-
220	Field Welds (4ea-136#; 4ea-122#CB)		0	EA	\$ 100.00	\$	-
220	Transition Rail (136# to 122#)		0	EA	\$ 1,000.00	\$	-
210	Asphalt Underlayment if required		0	TN	\$ 120.00	\$	-
210	Concrete Full Width		0	TF	\$ 250.00	\$	-
210	Concrete/Rubber Xing (CSX)		0	TF	\$ 200.00	\$	-
210	Rubber Crossing, Full Depth		0	TF	\$ 325.00	\$	-
210	Timber/Asphalt Crossing (CSX Standard)		24	TF	\$ 42.00	\$	1,008
210	Bituminous Material		0	NT		\$	-
210	Sales Tax on Material	0.00%				\$	-
210	Material Handling	5.00%				\$	86
	Subtotal					\$	1,814
	<u>CONTRACT:</u>						
215	Asphalt Paving (In Place) - responsibility of Agency		0	NT		\$	-
241	Disposal of Waste Materials		0	TF	\$ 15.00	\$	-
215	Maintenance of Traffic - responsibility of Agency		0	DAY	\$ 350.00	\$	-
	Subtotal					\$	-
241	<u>EQUIPMENT RENTAL:</u>						
	Subtotal					\$	1,392
50	<u>WORK TRAIN:</u>						
	Subtotal		0	DAY	\$ 2,100.00	\$	-
	<u>SALVAGE:</u>						
228	Rail		0	NT	\$ 65.00	\$	-
228	OTM		0	NT	\$ 75.00	\$	-
	Subtotal					\$	-
	<u>SIGNAL WORK:</u>						
210	Material - Field & Consumables					\$	-
210	Material - Sales Tax					\$	-
220	Material - Shop					\$	-
60	Construction Labor					\$	-
65	Shop Labor					\$	-
230	Per Diem					\$	-
200	RR Engineering,Preliminary					\$	-
200	RR Engineering,Construction					\$	-

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - MI0337
Pub EB - MI EB3 (MI)

60	Additives to Construction Labor			\$	-
65	Additives to Shop Labor			\$	-
200	Additives to Engineering			\$	-
241	Equipment Expense			\$	-
241	Waste Management			\$	-
212	Contract Engineering			\$	-
211	Freight			\$	-
216	AC Power Service			\$	-
228	Salvage			\$	-
900	Other			\$	-
	Subtotal			\$	-

ACCOUNTING & BILLING:

40	Labor		1.5 Days @	\$ 200.00	\$ 300
40	Additive	63.03%			\$ 189
	Subtotal				\$ 489

PROJECT SUBTOTAL:

900	<u>CONTINGENCIES:</u>	10.00%			\$ 19,257
	GRAND TOTAL				\$ 21,182

DIVISION OF COST:

Agency	<u>100.00%</u>	\$ 21,182
Railroad	<u>0.00%</u>	\$ -
TOTAL		\$ 21,182

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimate prepared by: Jerry Newburn - URS

Approved by: ajd

CSXT Public Project Group

DATE: 07/19/2012

REVISED:

DATE: 07/21/2012

Form Revised 05-05-2011-LLS

PROPOSED NIXON ROAD SIDEWALK CONSTRUCTION
ACROSS CSXT AT-GRADE IN VICINITY OF MILEPOST CH-50.68
NEAR HOWELL, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
CSX TRANSPORTATION INC. OP NUMBER: MI0392

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must be shown on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion

PROPOSED NIXON ROAD SIDEWALK CONSTRUCTION
ACROSS CSXT AT-GRADE IN VICINITY OF MILEPOST CH-50.68
NEAR HOWELL, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
CSX TRANSPORTATION INC. OP NUMBER: MI0392

- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
- 6. Such additional or different insurance as CSXT may require.

II. Additional Terms

- 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Jonathan MacArthur
Manager - Insurance
CSX Transportation, Inc.
500 Water Street – C907
Jacksonville, FL 32202
904.359.3394 (Phone)
904.306.5325 (Fax)
Jonathan_MacArthur@csx.com

- 2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

**PROPOSED NIXON ROAD SIDEWALK CONSTRUCTION
ACROSS CSXT AT-GRADE IN VICINITY OF MILEPOST CH-50.68
NEAR HOWELL, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
CSX TRANSPORTATION INC. OP NUMBER: MI0392**

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 201__, between Genoa Charter Township, Livingston County, Michigan and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

\\COR\130459.7

To Board 10/15/12

Polly

From: Polly
Sent: Thursday, October 11, 2012 11:07 AM
To: 'Bill Taylor'
Subject: RE: Drainage

I probably should have said under and at projected costs. Polly

From: Bill Taylor [mailto:wtayloriii@yahoo.com]
Sent: Thursday, October 11, 2012 11:05 AM
To: Polly
Subject: Re: Drainage

Great news! Thanks for your help!

Bill Taylor

From: Polly <pskolarus@genoa.org>
To: Bill Taylor <wtayloriii@yahoo.com>
Sent: Thursday, October 11, 2012 10:57 AM
Subject: RE: Drainage

Bill, The cost cannot exceed 10% of the 1.6 million. The township probably would pick up the difference but that would need to be affirmed by the board and there is no telling how any of our board members would vote. I can tell you that in almost all cases the road commission comes in under the projected cost. Polly

From: Bill Taylor [mailto:wtayloriii@yahoo.com]
Sent: Wednesday, October 10, 2012 7:56 AM
To: Polly
Subject: Fw: Drainage

Hi Polly;
After reading Mike Carine's response to the drainage issue. I would like to know the answer to this question. Assuming we get the 51% approval for the project, we complete the \$50,000.00 engineering plan for the project and find that with the additional drainage issues the project comes in at more than 10% over the \$1.6M estimate.
Do we then need to go back out and get new petitions signed for the new dollar amount (example \$1.8M)?
Thanks.

Bill Taylor

----- Forwarded Message -----
From: Mike Craine <mcraine@livingstonroads.org>
To: Bill Taylor <wtayloriii@yahoo.com>
Cc: Jodie Tedesco <jtedesco@livingstonroads.org>
Sent: Wednesday, October 10, 2012 5:40 AM
Subject: RE: Drainage

Hello Bill,

As I said the night of the meeting (and the presentation referred to it), we cannot possibly determine how to improve the drainage without a set of plans. The existing system works for some lots, but not for others. There are also some problems with the original design that result in flooding and road damage.

In design, we calculate volume and rate of stormwater flow and evaluate options for managing it. It is a slow and careful process because of the legal and economic consequences. The \$1.6M figure just replaces the street basins and related storm sewers; it does not address the complaints that we have heard nor does it address some of the things that we have seen out there.

We need to develop a set of engineering plans to address the drainage issue as well as pavement options.

Mike Craine

From: Bill Taylor [<mailto:wtayloriii@yahoo.com>]

Sent: Tuesday, October 09, 2012 3:02 PM

To: Mike Craine

Subject: Fw: Drainage

Hi Mike;

As you can see the main concern I am hearing from the homeowners on the Mystic, Mountain and Milroy Road Improvement project is how the drainage issue will be handled.

Is any of the \$1.6M estimate on the project dedicated to drainage issues?

If not when will the drainage issues be addressed?

Is there any documentation in your presentation on the 19th of September that deals with drainage available to be communicated to homeowners?

Thanks.

Bill Taylor

----- Forwarded Message -----

From: Elaine Seroka <emysticlake@yahoo.com>

To: Bill Taylor <wtayloriii@yahoo.com>

Sent: Tuesday, October 9, 2012 12:39 PM

Subject: Re: Drainage

I did that already Bill but the attachment I saw of Craine's presentation from Genoa web page with bid of 1.6 million did not include improvements to drainage on the graph chart so I do not know if improvements are part of the plan. I will only vote yes if they are improving the current design so I will need more information. Were there any handouts given that you could kindly email to me as I was out of town that night and unable to attend. Thank You, Elaine

From: Bill Taylor <wtayloriii@yahoo.com>

To: "emysticlake@yahoo.com" <emysticlake@yahoo.com>

Cc: "mcraine@livingstonroads.org" <mcraine@livingstonroads.org>

Sent: Tuesday, October 9, 2012 11:13 AM

Subject: Fw: Drainage

Hi Elaine;

We all know the drainage issues need to be resolved before roads are replaced. I am forwarding you a message that I sent to Mike Craine, Livingston County Manager, this summer. Mike requested that we document drainage problems in the subdivision and pass them on to him.

Take a few minutes and send an email to Mike with the drainage issues you mentioned.

Thanks.

Bill Taylor

----- Forwarded Message -----

From: Bill Taylor <wtayloriii@yahoo.com>
To: "mcraine@livingstonroads.org" <mcraine@livingstonroads.org>
Sent: Monday, July 16, 2012 2:58 PM
Subject: Re: Drainage

Thanks Mike!

From: Mike Craine <mcraine@livingstonroads.org>
To: "wtayloriii@yahoo.com" <wtayloriii@yahoo.com>
Cc: "supplyconsult@sbcglobal.net" <supplyconsult@sbcglobal.net>; Jodie Tedesco <jtedesco@livingstonroads.org>
Sent: Monday, July 16, 2012 2:44 PM
Subject: Drainage

Bill,

Thanks. We're compiling the input that we're getting and will start evaluation when the terrain model is complete. So far, the comments suggest more basins and storm sewer. Premature to determine budget impacts. A firm called SME, Inc will do 10 cores in the pavement to assist in project scope. Additional cores may be necessary for construction plans but the first bunch will help us get a bead on things.

Mike

From: Bill Taylor [<mailto:wtayloriii@yahoo.com>]
Sent: Monday, July 16, 2012 01:55 PM
To: Mike Craine
Cc: Barry W. Davis <supplyconsult@sbcglobal.net>

Hi Mike;

Thank you for spending time with us last week to explain the county's procedure for improving the roads in Mystic Lake subdivision.

I am responding to your request to provide any standing water or drainage problems with the road in front of my property.

I live at 5657 Mountain. The a drain is located on the north side of our property line. Several years ago (estimate 15 years) a new catch basin was installed to contain the drainage on this part of Mountain road. The new catch basin seems to be working properly on normal conditions. However during heavy periods of rain and snow the water spreads to the east on other home owners property. The winter time is especially dangerous as this standing water often freezes and causes dangerous driving conditions. As a result of this standing water, Mountain road has deteriorated in this area especially in front of Barry & Cary Davis home.

Thanks for your efforts in the area!

Bill Taylor
5657 Mountain
810-229-7362